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March 27, 2008

Erin J. Rednour, Remedial Project Manager
Illinois Environmental Protection Agency
Bureau of Land
Division of Remediation Management
Mailcode 24
Post Office Box 19276
Springfield, Illinois 62794-9276

EPA Region 5 Records Ctr.



365711

RE: Request for information
1198010003 - Madison County
Chemtco Site
ILD 048 843 809
Hartford/Madison County
Superfund/Technical Reports

Dear Ms. Rednour:

Attached for your use is Mintz Scrap Iron and Metal Co., Inc.'s ("Mintz Scrap Iron") Response dated March 27, 2008, to Illinois EPA's Request for Information dated February 22, 2008.

Please note that Mintz Scrap Iron has requested that Illinois EPA provide Mintz Scrap Iron with any information Illinois EPA may have that indicates that Mintz Scrap Iron had a relationship with the Chemtco Site. If Illinois EPA will not accommodate Mintz Scrap Iron's request set out in the Response, please let me know.

If you have any questions concerning the Response, just give me a call.

Very truly yours,

McNAIR LAW FIRM, P.A.

Ronald E. Cardwell

Ronald E. Cardwell

REC/rg

Enclosure

RELEASABLE

JUN 20 2008

REVIEWER MD

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**RESPONSE DATED MARCH 27, 2008
BY MINTZ SCRAP IRON AND METAL CO., INC.
TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S
REQUEST FOR INFORMATION DATED FEBRUARY 22, 2008**

**RE: 1198010003 - Madison County
Chemetco Site
ILD 048 843 808
Hartford/Madison County**

PRELIMINARY STATEMENT

On February 26, 2008, Mintz Scrap Iron and Metal Co., Inc. ("Mintz Scrap Iron" or the "Company") received a request for information dated February 22, 2008 (the "RFI") from the Illinois Environmental Protection Agency ("Illinois EPA"). The RFI states that Illinois EPA seeks the Company's cooperation in providing information and documents relating to the contamination present at the Chemetco Site owned and formerly operated by Chemtco, Inc. in Hartford, Illinois (the "Site"). The Company submits this Response to the RFI.

OBJECTIONS

1. The Company objects to the RFI to the extent that it attempts to impose upon the Company obligations that go beyond the scope of the Illinois EPA's authority under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA") and Section 22.2(f) of the Illinois Environmental Protection Act, 415 ILCS 5/22 (f).

2. The Company objects to the use of "you" or "your Company" as meaning Mintz Scrap Metal and Iron Co., Inc. to the extent that the RFI seeks information from persons who are not part of the Company's decision-making personnel and/or over whom the Company may have no control or with whom the Company may have no current relationship.

3. The Company reserves the right to supplement this Response and to raise any objections that new or additional information might warrant.

REQUEST FOR ANY ALLEGED NEXUS DOCUMENTS

The Company requests that Illinois EPA provide the Company with any information Illinois EPA may have that would tend to indicate that the Company had a relationship with the Site to the extent such information has not been provided to the Company prior to the date of this Response.

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MISCELLANEOUS

In providing information in this Response, the Company is making no admission of liability with respect to the Site. The Company reserves the right to (1) correct any misimpressions or erroneous assumptions by Illinois EPA in its consideration of the Company's Response and (2) to supplement or revise any response to reflect any additional relevant information obtained.

It is the Company's Intent to cooperate with Illinois EPA on this matter, and if Illinois EPA has further questions or requests for clarification, the Company asks that Illinois EPA contact Ronald E. Cardwell to discuss how Illinois EPA's informational needs can be adequately addressed without requiring irrelevant and unduly burdensome investigation by the Company. Mr. Cardwell's contact information is as follows:

Ronald E. Cardwell
McNair Law Firm, P.A.
101 North Main Street, Suite 900
Greenville, South Carolina 29601
864-271-4940 (telephone)
864-250-0255 (fax)
rcardwell@mcnair.net

In preparing this Response to the RFI, the Company made a diligent effort to locate documents in its files. The responses set forth herein, subject to inadvertent or undiscovered errors or omissions, are based on and therefore necessarily limited by the information currently in the possession of the Company. The Company reserves the right to supplement or revise any response herein to reflect any additional relevant information obtained.

RESPONSES TO REQUEST FOR INFORMATION

Questions

1. **Identify the person(s) answering this Information Request on behalf of the Respondent.**

Response:

Garvin O'Neal Mintz, Jr., President
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(864) 573-6330 (facsimile)

2. Identify all person(s) consulted in the preparation of the answers to these questions.

Response:

Garvin O'Neal Mintz, Jr., President
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(864) 573-6330 (facsimile)

Larry Hutchins
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(864) 573-6330 (fax)

Walter M. White
Holcombe, Bomar, Gunn & Bradford, P.A.
100 Dunbar Street, Suite 200
Spartanburg, SC 29306
864-594-5309 (telephone)
864-585-3844 (fax)

Ronald E. Cardwell
McNair Law Firm, P.A.
101 North Main Street
Greenville, SC 29601
(864) 271-4940 (telephone)
(864) 250-0255 (fax)

3. Identify the parent corporation and all subsidiaries of the Respondent.

Response: Not applicable.

4. Identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.

Response:

Mintz Scrap Iron has no documents meeting the description contained in this Question.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.

Response: None.

6. Describe your company's business activities which resulted in sending material to the Chemetco Site.

Response:

Mintz Scrap Iron was incorporated on January 12, 1979, in South Carolina as a domestic, for profit corporation engaged in the business of a scrap metal recycler dealing in ferrous and non-ferrous metals. For a period of time, Chemetco, Inc. as the owner and operator of the Site purchased scrap metal from Mintz Scrap Iron as further described in the Response to Question Nos. 8, 18, 19, and 21 below.

7. Identify all persons having knowledge of information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior owners and/operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

Response:

Garvin O'Neal Mintz, Jr.
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(884) 573-6330 (facsimile)

Larry Hutchins
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303

(864) 585-4128 (telephone)
(864) 573-6330 (facsimile)

8. Describe your policies and procedures for the handling, treatment, storage and/or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as to its implementation.

Response:

As to the Site, between 1980 and perhaps 1984 or 1985 at the latest, Mintz Scrap Iron would have purchased scrap metal containing copper for subsequent re-sale to customers such as Chemetco, Inc. Mintz Scrap Iron would have graded the copper-containing scrap metal and packaged the copper-containing scrap metal. Mintz Scrap Iron would have shipped the copper-containing scrap metal in piggy-back trailers via Norfolk Southern railway ("Norfolk Southern") to the Site. Mintz Scrap Iron has no documents meeting the description contained in this Question.

9. Identify all individuals who currently have, or who previously had, responsibility for your company's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.

Response:

Garvin O'Neal Mintz, Jr. has the responsibility for Mintz Scrap Iron's environmental matters and has had such responsibility for years. Mr. Mintz holds the office of President of Mintz Scrap Iron. He is the primary contact for environmental issues whether involving a local, state, or federal government.

10. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.

Response:

For years Mintz Scrap Iron has been properly permitted under applicable statutes, regulations, and ordinances in effect at local, state, and federal levels of government. Mintz Scrap Iron holds operating permit no. 2060-0226 issued by the South Carolina Department of Health and Environmental Control ("DHEC") for the permittee's aluminum sweat furnace. The operating permit expires on January 31, 2009,

and was preceded by construction permit no. 2060-0226-CA. In addition, Mintz Scrap Iron is governed by NPDES general permit no. SCR000000 for the regulation of the permittee's stormwater. Lastly, Mintz Scrap Iron holds radioactive registration no. GL-0079 issued by DHEC on February 21, 2006. DHEC lists Mintz Scrap Iron as a waste minimization resource bearing identification no. 3693.

The Mintz Scrap Iron facility in Spartanburg, South Carolina undergoes periodic inspections by DHEC representatives and has so for many years. The periodic inspections have been annual inspections conducted by DHEC's Bureau of Land and Waste Management as well as "spot checks" by DHEC representatives on a more frequent basis. During its years of operation, Mintz Scrap Iron's facility in Spartanburg, South Carolina has not been the subject of a major enforcement action for non-compliance with applicable local, state, and federal environmental laws.

Mintz Scrap Iron has no reason to believe that its facility in Spartanburg County, South Carolina was not in compliance with applicable local, state, and federal environmental laws between 1980 and 1985.

11. Was any shipment of material sent to the Chemetco Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

Response: No.

12. Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this event in detail, including its cause and outcome.

Response: No.

13. Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.

Response:

Mintz Scrap Iron has no documents meeting the description contained in this Question.

14. Have you ever received a formal Information Request [similar to this one] from local, state or federal government concerning the recycling of materials at other scrap yards? Provide a copy of the Request and your response.

Response:

Mintz Scrap Iron received an Information Request from U.S. EPA, Region 4 regarding the American Brass, Incorporated ("ABI") Site in Headland, Henry County, Alabama. A copy of the Information Request dated January 11, 2000, is attached as Tab 1. Mintz Scrap Iron has been unable to find a copy of its Response to the ABI Site Information Request.

Mintz Scrap Iron received an Information Request from U.S. EPA, Region 4 as to the Palmetto Recycling, Inc. ("Palmetto Recycling") Site in Columbia, Richland County, South Carolina. Mintz Scrap Iron likely received the Information Request in September or early October 2000. Mintz Scrap Iron has been unable to find a copy of the Information Request. A copy of an unsigned letter from Holcombe Bomar, P.A. to U.S. EPA, Region 4 is attached as Tab 2. Mintz Scrap Iron believes that the unsigned letter is a copy of its Response to the Palmetto Recycling Site Information Request.

Mintz Scrap Iron recalls the Martin Scrap Recycling ("MSR") Facility Site in Winston-Salem, Forsyth County, North Carolina. Mintz Scrap Iron has no documentation indicating that an Information Request was received concerning the MSR Site and whether a Response was provided to a local, state, or federal government.

15. Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.

Response: No.

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

Response:

Century Indemnity/Resolute Management	GLP G0 2227010	12/27/81-12/27/82	\$300,000 \$100,000/ \$100,00
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	GLP G0 63720639	12/27/82-12/27/83	\$100,000/ \$100,000 \$50,000/ \$100,000
	GLP G0 4793249	12/27/84-12.27/85	\$100,000/ \$100,000
Fireman's Fund	271MXCB0006558	2/27/85-12/27/86	\$500,000/ \$500,000
USF&G	1 CCC 26727	12/27/79-12/27/80	\$300,00 \$100,00/ \$100,00
	1 CCD 40864	12/27/80-12/27/81	\$300,00 \$100,00/ \$100,00

Copies of applicable liability insurance policies are attached as Tab 3.

17. List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.

Response: Not applicable.

18. Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to the Site (including but not limited to drosses, slags, sludges, powders, or combustible materials). In addition:

- (a) Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.**
- (b) Identify whether the materials were delivered directly to the Chemetco site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.**

- (c) Identify the persons involved in sending such material to the Site.
- (d) State the dates on which each such persons may have transported or delivered for transport such material.
- (e) Describe the source of or the process that produced the materials.
- (f) Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
- (g) Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.
- (h) State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.
- (i) Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.
- (j) Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.
- (k) Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment or disposal would actually take place.

Response:

(a) The arrangement between Mintz Scrap Iron and Chemetco, Inc. was one of seller and purchaser, respectively. Mintz Scrap Iron sold scrap metal described below to Chemetco, Inc. Likely, the contractual arrangement was in writing, but Mintz Scrap Iron has no specific recollection of this. Mintz Scrap Iron does not recall the terms of the sale to Chemetco, Inc.

(b) Mintz Scrap Iron graded and packaged the scrap metal sold to Chemetco, Inc. Mintz Scrap Iron loaded the scrap metal into piggy-back trailers located at its scrap metal recycling facility in Spartanburg, South Carolina. The piggy-back trailers were transported to Norfolk Southern's piggy-back ramp in Una, South Carolina. From Una, the piggy-back trailers were hauled by rail by Norfolk Southern to its piggy-back ramp in East St. Louis, Illinois. From East St. Louis, the piggy-back trailers were delivered by common carrier to the Site.

(c) Garvin O'Neal Mintz, Jr.

(d) 1980 to 1984 or 1985 at the latest.

(e) Mintz Scrap Iron was engaged in the business of scrap metal recycling. Mintz Scrap Iron purchased scrap metal from numerous sources in the early to mid-1980's just as it does today. Chemetco, Inc. was one of many customers of Mintz Scrap Iron during this time period.

(f) Mintz Scrap Iron sold no. 2 copper wire and armatures containing copper to Chemetco, Inc. at the Site. By definition, no. 2 copper wire would have had a minimum copper content of 94% remelt recovery rate. By definition as "copper content" scrap metal, the armatures would have had a copper content of not less than 30% by weight. Mintz Scrap Iron has no recollection of the quantity by volume and weight of the scrap metal sold to the Site.

(g) Not applicable.

(h) Mintz Scrap Metal had no reason to test the scrap metal sold to the Site for recycling. Therefore, Mintz Scrap Metal conducted no tests on such scrap metal.

(i) As far as Mintz Scrap Metal knows, the scrap metal that Mintz Scrap Iron sold to the Site for recycling was recycled at the Site. The Site melted the scrap metal into copper anodes; sent the copper anodes to the tank house; electrolysed the copper anodes; produced copper cathodes as a finished product; and sold the copper cathodes. The Site's process was unique in that starter plates were titanium and reusable.

(j) See Response to Question No. 18(i) above.

(k) Sometime in the late 1970's, Mintz Scrap Iron joined one or more trade associations to learn more about the scrap metal recycling business and to stay abreast of developments affecting the scrap metal recycling business. Mr. Mintz attended chapter meetings of the trade associations from 1979 until sometime in the late 1980's. Since the late 1980's, someone on behalf of Mintz Scrap Iron other than Mr. Mintz has attended chapter meetings of the trade associations.

During the 1980 to 1985 timeframe, Mintz Scrap Iron employed no more than 15 people. Prior to doing business with Chemetco, Inc. at the Site, Mintz Scrap Iron contacted other scrap metal brokers and sellers regarding the reputation of Chemetco, Inc. at the Site. Mintz Scrap Iron was interested in whether the Site "did things right." Mintz Scrap Iron was concerned whether the Site was a well-run operation and whether the Site was experiencing any environmental problems. Mintz Scrap Iron received no negative comments regarding Chemetco, Inc. and its facility in Hartford, Illinois. There was no objectively reasonable basis for Mintz Scrap Iron to believe that the Site was not in compliance with applicable local, state, and federal environmental laws.

Mr. Mintz attended a seminar in 1984 in St. Louis, Missouri. The purpose of the seminar was to educate attendees in identifying, packaging, and handling scrap metal for recycling. As part of the seminar, Mr. Mintz and others were taken on a tour of the Site. Tour guides touted the Site as a state-of-the-art copper refinery to Mr. Mintz and the other seminar attendees. Mintz Scrap Iron had no knowledge of the Site's non-compliance, if any, with applicable local, state, and federal environmental laws. Further, Mintz Scrap Iron had no reason to become concerned about the environmental compliance status of the Site.

19. Describe in general detail the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following questions:

- (a) Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.)**
- (b) Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.**

Response:

(a) The materials sold by Mintz Scrap Iron to Chemetco, Inc. at the Site were scrap metal. For a more detailed description of the scrap metal, see Response to Question 18(f) above.

(b) See Response to Question No. 18(f) above.

20. Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.

Response: None.

**Questions and Requests for Documents
Related to Scrap Metal**

21. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) List the years in which your company sent scrap metal to Chemetco and/or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.**
- (b) Did a market exist for the scrap metal listed in your response to 21 (a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).**
- (c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 21(a) met.**
- (d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question 21(a)? Did this include burning as fuel, or for energy recovery, or incineration?**
- (e) After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to question 21(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.**
- (f) Could the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.**
- (g) Could any products from the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.**

- (h) Did your company melt the scrap metal listed in your response to question 21(a) before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetco ever received for processing "dross" or "skimmings" or "sludges" at the Site.**
- (i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?**
- (j) Describe the source of or the process that produced the materials.**

Response:

- (a) See Response to Question Nos. 18(d) and (f) above.**
- (b) A market existed in 1980 to 1984 or 1985 for the scrap metal sold by Mintz Scrap Iron to Chemetco, Inc. just as it does today. Scrap metal sold by Mintz Scrap Iron to the Site included no. 2 copper wire and armatures classified as "copper content." Classifications could have been by the Institute of Scrap Recycling Industries, Inc., the Department of Defense, and trade group standards.**
- (c) See Response to Question No. 18(f) above.**
- (d) See Response to Question No. 18(i) above. There was no intent by Mintz Scrap Iron that the scrap metal sold to the Site be burned by the Site for fuel, or for energy recovery or incineration.**
- (e) Unknown. See Response to Question No. 18(i) above.**
- (f) Yes. See Response to Question No. 18(i) above.**
- (g) Yes. See Response to Question No. 18(i) above.**
- (h) No.**
- (i) The transactions between Mintz Scrap Iron and Chemetco, Inc. were outright sales.**
- (j) Mintz Scrap Iron is unclear as to what this Question is asking. The scrap metal sold by Mintz Scrap Iron to the Site was acquired from numerous sources in**

the early to mid-1980's just as it is today. The Site process that produced copper cathodes is set out in Response to Question No. 18(l) above.

22. Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

Response:

The no. 2 copper wire sold by Mintz Scrap Iron to the Site was clean unalloyed copper wire. The no. 2 copper wire was free of hair wire, brittle burnt wire, and excessive oils.

23. Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?

Response:

See Response to Question No. 22 above. The no. 2 copper wire was free of insulation prior to being shipped to or accepted at the Site. Mintz Scrap Iron did not strip insulation from the no. 2 copper wire because there was no need to do so.

24. Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

Response:

See Response to Question No. 18(b) above. Occasionally Mintz Scrap Iron might have loaded scrap metal into drums which would have been shipped in piggy-back trailers as set out in Response to Question No. 18(b) above. The drums would have been 55-gallon open-top drums. The drums would have been either new drums or re-furbished drums. Mintz Scrap Iron has no recollection of the drum suppliers other than perhaps Allen McKissick Company. While the drums were at the Mintz Scrap Iron facility in Spartanburg, South Carolina, the drums would not have been used to hold liquids of any type.

25. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question 21(a).

Response:

See Response to Question Nos. 18(i) and (k) above.

26. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments, with respect to scrap metal?

Response:

See Response to Question Nos. 18(i) and (j) above.

27. Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

Response:

As to the efforts Mintz Scrap Iron undertook with respect to the management and handling of the scrap metal sold to Chemetco, Inc. at the Site, see Response to Question No. 18(b) above. Mintz Scrap Iron followed all applicable customary industry practices in its dealings with Chemetco, Inc. at the Site.

28. Provide all information in your possession that shows that your company was in compliance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).

Response:

See Response to Question No. 10 above.

**Questions and Requests for Documents
Related to Batteries**

29. For the following questions which relate to transactions involving batteries (lead-acid batteries, nickel-cadmium batteries, reject batteries, lithium, and other spent batteries), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) Provide an estimate of all shipments of whole batteries sent to the Site on an annual basis. In this list, provide an approximation of number of batteries, type of battery (e.g.,**

lead-acid, nickel-cadmium, lithium, reject, or other) and quantity sent.

- (b) What commercial specification grade did the batteries listed in your response to question 29(a) meet? Identify/list the commercial specification grades that each type of battery identified in question 29(a) met.**
- (c) Did a market exist for the batteries listed in your response to question 29(a)? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g. Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company could find the grade published).**
- (d) At the time of the transaction, what was the intended disposition of the batteries listed in your response to question 29(a)?**
- (e) What portion of the batteries listed in your response to question 29(a) were to be made available for use as a feedstock for manufacturing new saleable products? Explain how the portion identified in this answer was derived or calculated.**
- (f) Could the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.**
- (g) Could any products to be made from the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.**
- (h) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date.**
- (i) What, if any, components of the whole batteries listed in your response to question 29(a) were removed before transport to the Site? Describe what was removed, and where such removal occurred. Include in your description any attempt to**

remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.

- (j) Were the components of the whole batteries removed once delivered to the Chemetco Site? Describe the method used to recover the components. Include in your description any attempt to remove any hazardous substances (e.g. battery paste/mud, battery acid) from the components.
- (k) Describe the source of or the process that produced the materials.

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.
- (d). Not applicable.
- (e). Not applicable.
- (g). Not applicable.
- (h). Not applicable.
- (i). Not applicable.
- (j). Not applicable.
- (k). Not applicable.

30. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the batteries identified in your response to question 29(a).

Response: Not applicable.

31. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to batteries?

Response: Not applicable.

32. Describe the efforts your company undertook with respect to the management and handling of the batteries listed in your response to question 29(a), including the extent to which you complied with customary industry practices current at the time of the transaction, designed to minimize contamination of the Site and/or releases of hazardous substances at the Chemetco Site.

Response: Not applicable.

33. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of batteries listed in your response to question 29(a).

Response: Not applicable.

34. For the following questions which relate to transactions involving scrap paper, plastic, glass, textiles or rubber (scrap material), provide requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) Provide an estimate of all shipments of scrap paper, plastic, glass, textile or rubber your company sent to Chemetco on an annual basis. In this list, include the type and an estimate of the quantity, volume and weight of scrap material sent to the Site each year.**
- (b) What commercial specification grade did the scrap material listed in your response to question 36(a) meet? List/Identify the commercial specification grades that each scrap material identified in 36(a) met.**
- (c) Did a market exist for scrap materials listed in your response to question 34(a) above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g. Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).**
- (d) At the time of the transaction(s), what was the intended disposition of the scrap material listed in your response to question 34(a)? Did the intended disposition include burning as a fuel, or for energy recovery or incineration?**

- (e) After sale, transfer, delivery, or disposal, what portion of the scrap material listed in your response to question 36(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (f) Could the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (g) Could any products to be made from the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Describe the source of or the process that produced the materials.

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.
- (d). Not applicable
- (e). Not applicable.
- (f). Not applicable.
- (g). Not applicable.
- (h). Not applicable.

35. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap material identified in your response to question 34(a).

Response: Not applicable.

36. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to scrap material?

Response: Not applicable.

37. Describe the efforts of your company undertook with respect to the management and handling of the scrap material listed in your response to question 34(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

Response: Not applicable.

38. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap material listed in your response to question 34(a).

Response: Not applicable.

**Questions and Requests for Documents
Related to Electrical and Electronic Equipment**

39. For the following questions which relate to transactions involving electrical and electronic equipment (e.g. transformers, capacitors, white goods, computers or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) List an estimated number of shipments of electrical and electronic equipment your company sent to Chemetco on an annual basis. In this list, include the following:**
 - I. the type and quantity, volume and weight of electrical and electronic equipment sent;**
 - II. the amount paid or collected in connection with the transaction for each category of electronic equipment and the method of payment.**
- (b) At the time of the transaction(s), what was the intended disposition of the electrical and electronic equipment listed in your response to question 39(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration?**
- (c) Describe the source of or the process that produced the materials.**

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.

40. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the electrical and electronic equipment identified in your response to question 39(a).

Response: Not applicable.

41. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to electrical and electronic equipment.

Response: Not applicable.

42. Describe the efforts your company undertook with respect to the management and handling of the electrical and electronic equipment listed in your response to question 39(a), including the extent to which your company complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or release of hazardous substances at the Site.

Response: Not applicable.

43. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of the electrical and electronic equipment listed in your response to question 39(a).

Response: Not applicable.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8950

JAN 11 2000

INFORMATION REQUEST LETTER
URGENT LEGAL MATTER - PROMPT REPLY REQUESTED
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Oncal Mintz, President
Mintz Scrap Iron & Metal Co., Inc.
395 Magness Drive
Spartanburg, South Carolina 29303

SUBJ: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the American Brass, Incorporated (ABI) Superfund Site, Headland, Henry County, Alabama (the Site).

Dear Mr. Mintz:

The purpose of this letter is to request that you or your company respond to the enclosed Information Request. The United States Environmental Protection Agency (EPA) is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants, or hazardous wastes on or about the above-referenced Site. This investigation requires inquiry into the identification, nature, and quantity of materials generated, treated, stored, or disposed of at, or transported to, the Site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site. EPA also is seeking information relating to the ability of persons to pay for or to perform response actions at the Site.

The Site is a former chemical plant and secondary brass smelter/foundry facility located just west of Headland, Henry County, Alabama. As a result of the industrial processes at the Site, the Site became contaminated with elevated levels of several hazardous substances, including lead and other heavy metals. Beginning in 1996, EPA conducted emergency removal activities to mitigate the immediate threats to human health and the environment at the Site and is currently conducting a remedial investigation to determine the extent of any remaining contamination in the soils, sediments and groundwater.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927, the Industrial Development Board of Headland is hereby requested to respond to the Information Request set forth in Enclosure A hereto.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within thirty (30) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-seven thousand, five hundred dollars (\$27,500) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request should be mailed to:

Jeff S. Dehner
U.S. Environmental Protection Agency, Region 4
13th Floor
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303

Due to the seriousness of the problem at the Site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter immediate attention and to respond to this Information Request within the time specified above. If you have any legal or technical questions relating to this Information Request, you may consult with EPA prior to the time specified above. Please direct legal questions to me at (404) 562-9588. Technical questions should be directed to Annette Hill, Enforcement Project Manager, at (404) 562-8060.

Thank you for your cooperation in this matter.

Sincerely,



Jeff S. Dehner
Associate Regional Counsel
Environmental Accountability Division

Enclosure

cc: Annette Hill, Waste Management Division

ENCLOSURE A

American Brass Site

FIRST INFORMATION REQUEST

Instructions

- 1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.**
- 2. Precede each answer with the number of the Question to which it corresponds.**
- 3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.**
- 4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.**
- 5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.**

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean addressee and/or addressee's company and its officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" or the "facility" shall mean and include the property on or about the Industrial Development Board of Headland/American Brass, Inc. ("ABI") property that is bounded by Alabama State Highway 134 to the north, Seaboard Coast Line railroad to the south, a dirt road and an unnamed tributary of Dunham Creek to the east, and by trees and farmland to the west, in Headland, Henry County, Alabama.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included in this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intraoffice communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack, any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
16. The term "arrangement" means every separate contract or other agreement between two or more persons.
17. The terms "transaction" or "transact" mean any sale, transfer, giving, delivery, change in ownership, or change in possession.
18. Words in the masculine shall be construed in the feminine, and vice versa, and words in the

singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

19. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

20. The term "property interest" means any interest in property including but not limited to, any ownership interest, including an easement, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

21. The term "asset" shall include the following: real estate, buildings or other improvements of real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

QUESTIONS

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
5. For each and every Question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained.
6. Identify all persons, including you, or your employees or agents who may have given, sold, transferred, or delivered any material or item, including any metals, metal products, ores, oxides, slag, sand, skims, dross, grindings, chips, turnings, powder, lead, zinc, cadmium, iron, copper, boron, manganese, molybdenum, film waste, pesticides, etc. to the Site. In addition:
 - a. State the dates on which each such person may have given, sold, transferred, or delivered such material.
 - b. Describe the materials or items that may have been given, sold, transferred, or delivered, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
 - c. For transactions involving metals, please provide an answer together with all supporting documentation:
 - i. Did you send scrap metal to the Facility?
 - ii. What commercial specification grade did the scrap metal meet?
 - iii. Did a market exist for the scrap metal?
 - iv. After disposal or recycling, what portion of the scrap metal was to be made available for use as a feedstock for manufacturing new saleable products?

v. Could the scrap metal have been used as a replacement or substitute for a virgin raw material, or any products to be made from the scrap metal been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material?

vi. Did you melt the scrap metal prior to its transport to the Facility?

vii. at the time of the transaction:

(a). What was your basis to believe that the scrap metal would be recycled?

(b). Did you have any knowledge of whether or not the Facility was not in compliance with a substantive provision of any Federal, State, or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, or other management activities associated with the scrap metal.

d. Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.

e. State whether any of the hazardous substances identified in subpart c. above exhibit any of the characteristics of a hazardous waste identified in 40 C.F.R. Section 261, Subpart C.

f. Describe the intended purpose of each sale, transfer, or delivery of materials.

g. Describe the source of or process that produced the materials that may have been sold, transferred, or delivered.

h. Identify who selected the Site as the location at which materials were to be disposed or treated.

i. Describe all efforts taken by such persons to determine what would actually be done with the materials that may have been sold, transferred, or delivered after such materials had been sold, transferred, or delivered to the Site.

j. State the amount paid in connection with each such arrangement, the method of payment, and the identity of the persons involved in each arrangement.

k. Describe where the persons identified in subparts h. and i. of this Question intended to have the hazardous materials involved in each arrangement treated or disposed and all documents or other information (written or oral) evidencing their intent.

1. Describe what was done to the materials once they were brought to the Site.
7. Identify all individuals who currently have and those who have had responsibility for Respondent's environmental matters (e.g. responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes). Also provide each individual's job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individuals resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.
8. Provide the correct name and addressess of your plants and other buildings or structures where Respondent carried out its operations.
9. List the EPA RCRA Identification Numbers of Respondent, if any, and identify the corresponding units, facilities or vessels assigned these numbers.
10. List all federal, state and local permits and/or registrations issued to you or your company for the transport and/or disposal of materials.
11. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 1101 et seq., (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 et seq.
12. Identify the federal and state offices to which such information was sent.



Superfund Compliance

Volume One

Evaluating the Consuming Facility's Compliance Record (First 90 Days' Requirement)

Executive Summary:

On Nov. 29, 1999, President Clinton signed into law the Superfund Recycling Equity Act.

This law clarifies Superfund to state that recycling is not disposal, and shipping for recycling is not arranging for disposal. As a result, recyclers may no longer be held responsible for cleaning up a contaminated site when the site's owner or operator caused the contamination. This necessary clarification removes an impediment to reaching America's recycling goals while saving many recycling businesses.

However, to be afforded liability relief for transactions occurring in the first 90 days after passage, a recycler cannot send material to a facility that it had an *objectively reasonable basis to believe* was not in substantive compliance with environmental laws and regulations. This provision is effective immediately.

After 90 days (February 27, 2000) the responsibility for determining the compliance status of the consuming facility increases.

This guidance only addresses the requirements for the first 90 days after enactment. The next series of documents will address the reasonable care provisions that are triggered in February.

Requirements:

To be afforded liability relief for transactions occurring between 11/29/99 and 2/27/00, recyclers cannot send their materials to a consuming facility that is not complying with *substantive* provisions of any Federal, State, or local environmental law or regulation or compliance order, etc.

While there is no expectation that a recycler who arranges for recycling during this time period would carry out any type of record search or make extensive inquiries of federal agencies, if the government or another private party can prove that the recycler knew the material was going to a 'bad actor', these parties could sue the recycler if in the future the consuming facility becomes a federal superfund site. For example, if the compliance status of a consuming facility is widely known (i.e. due to press releases, coverage in trade journals and magazines, etc.) it would be difficult for a recycler to prove it did not know about the compliance status of the consuming facility.

The next page discusses the relevant terms and provides recommendations on how a recycler can demonstrate compliance with this requirement. This guidance is provided for informational purposes only and does not constitute legal advice. Accordingly, members with questions regarding any aspect of these rules should contact their legal counsel.

Legislative Language

The law states that a recycler shall not be afforded relief from liability if the person had an *'objectively reasonable basis to believe'* at the time of the recycling transaction, that the consuming facility was not in compliance with a *'substantive (not procedural or administrative) provision'* of any Federal, State, or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, or other management activities associated with the recyclable material. §127(c)(5) [this applies to transactions occurring 90 after the date of enactment which is 2/27/00; after that time, the due diligence requirements increase.]

The law defines *'substantive provision'* to include a requirement to obtain a permit applicable to the handling, processing, or other management activities associated with recyclable material. This includes stormwater permits, air permits, reporting requirements such as TRI, and hazardous waste rules. The clause *'procedural or administrative'* is included to protect one who arranges for recycling from losing the the protection afforded by the new law due to a record keeping error, missed deadline or similar infraction by the consuming facility which is out of control of the person arranging for recycling.

For the purposes of this requirement, an *'objectively reasonable belief'* shall be determined using criteria that include (but are not limited to) the size of the person's business, customary industry practices, the price paid in the recycling transaction, and the ability of the person to detect the nature of the consuming facility's operation concerning its handling, processing and other management activities associated with the recyclable material.

Demonstrating Compliance

In order to ensure that transactions conducted during the first 90 days after enactment are protected from future liability, the facility must begin documenting its actions to evaluate the consuming facility's environmental compliance status. One recommended course of action is to contact the consuming facility in writing and/or in person.

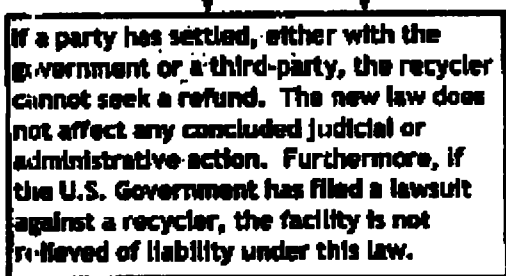
Recyclers may want to consider sending their consumers a letter requesting information or a statement of compliance regarding "compliance with *substantive (not procedural or administrative) provision* of any Federal, State, or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, or other management activities associated with the recyclable material. §127(c)(5)." Keeping these information requests or statements on file will be essential to proving the recycler met the standard. In addition, the recycler may want to keep any press releases or trade articles discussing the compliance record or environmental performance of the consuming facility. This provision is in preparation for the 'post 90 day' requirement. At that time, the recycler will have to document and contact the relevant Federal, State and local agencies and perform greater due diligence in order to evaluate the consuming facility's compliance record. ISRI will be developing a model certification form that the recycler can send to the consuming facility to assist in this endeavor.

For more information, please contact
Tracy Mattson
Director of Environmental Compliance
ISRI
1325 G Street, NW
Washington, DC 20005

Tel: (202) 662-8533
Fax: (202) 626-0933
email: tracymattson@isri.org

Also, additional information including a copy
of the new law and legislation can be
downloaded from www.isri.org

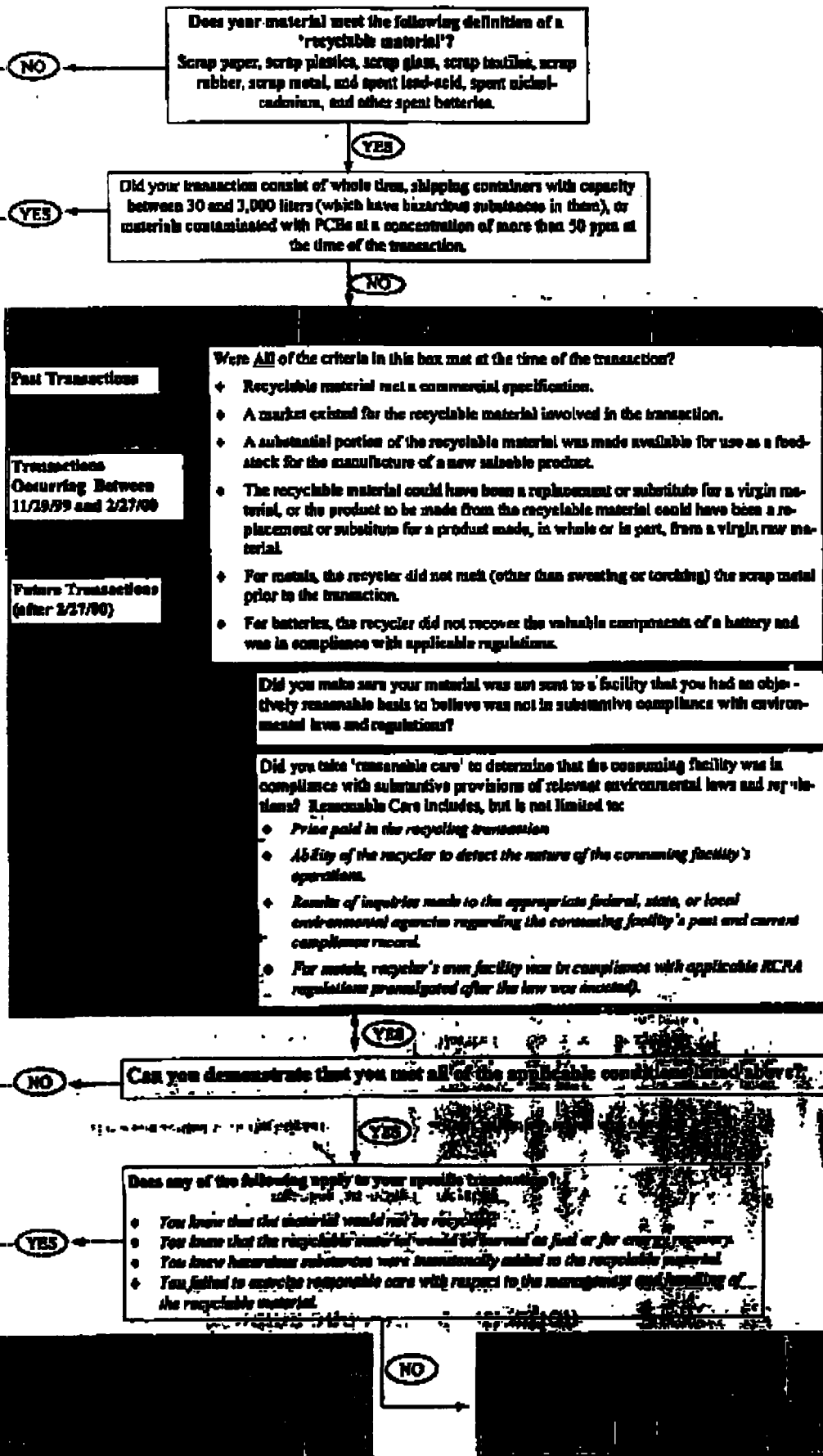
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**DETERMINING APPLICABILITY
OF
SUPERFUND RELIEF**
(see inside)

DETERMINING APPLICABILITY OF SUPERFUND RELIEF

Use the following decision tree to determine if your transaction is covered under the new Superfund Recycling-Equity Act.





Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200
Spartanburg, SC 29306
P.O. Box 1897
Spartanburg, SC 29304

phone (864) 594-5300
fax (864) 585-3844

www.holcombebomar.com

William U. Gunn
Roger M. Bradford
Perry D. Boulder
William B. Darnett, Jr.
Robert M. Barrett
James H. Filshie, Jr.*
Ginger D. Golem
Walter M. White
A. Todd Darwin
Shacey Campbell Davis
J. Hayes Walsh

* - also admitted in NC

Neville Holcombe, 1902-1983
Horace L. Bomar, 1912-1994
Robert L. Wynn, III, Retired

Sender's Direct Line:
864-594-5309

October 10, 2000

E-Mail Address:
nwhite@hbhb.com

VIA FACSIMILE - (404-562-8842) and
Certified Mail-Return Receipt Requested

Ms. Carolyn McCall, Environmental Protection Specialist
United States Environmental Protection Agency, Region 4
CERCLA Program Services Branch
Atlanta Federal Center
61 Forsyth Street
Atlanta, GA 30303-8960

RE: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Palmetto Recycling Superfund Site (the Site) located in Columbia, Richland County, South Carolina; Mintz Scrap Iron & Metal Co., Inc.

Dear Ms. McCall:

Our firm serves as corporate counsel for Mintz Scrap Iron & Metal and this letter is intended to respond to the United States Environmental Protection Agency's referenced Request for Information.

O'Neal Mintz, President of Mintz Scrap Iron & Metal, has no recollection of ever dealing with Palmetto Recycling, Inc., nor does the company have any records indicating that any such relationship existed. Although the instructions to the Information Request provide that we should prepare a separate narrative response to each and every question and subpart of a question, I do not think it would be appropriate to respond in that manner at this time.

I was told by you today that you will provide me with any documents which purportedly establish a business relationship between Mintz Scrap Iron & Metal and Palmetto Recycling, Inc. during the years 1979 to 1983, as soon as you have reviewed the records. As stated above, at this time we have no information to provide regarding Palmetto Recycling, Inc. because we do not believe Mintz Scrap Iron & Metal transported goods or materials to the Site, but if your records indicate differently, I would certainly like to have a copy of those records to review with the company.

Ms. Carolyn McCall, Environmental Protection Specialist
October 10, 2000
Page Two

If this letter is not a sufficient response to your Request for Information, please let me know and I will attempt to answer each of your questions individually, although I believe all of the answers will either be "none" or "not applicable".

Thank you for your consideration of this matter and please give me a call if you would like to discuss this matter further.

This letter is written under a full reservation of rights as to all matters and things addressed herein.

Sincerely,

Walter M. White

WMW/rsm

cc: Mr. O'Neal Mintz



Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200
Spartanburg, SC 29306
P.O. Box 1897
Spartanburg, SC 29304

phone (864) 594-5300
fax (864) 585-3844

www.holcombobomar.com

November 8, 2000

E-Mail Address:
mwhite@hbgh.com

William U. Gunn
Roger M. Bradford
Perry D. Boulier
William B. Darwin, Jr.
Robert M. Barrett
James H. Nichols, Jr.
Ginger D. Coltrath
Walter M. White
A. Todd Darwin
Stacey Campbell-Davis
J. Hayes Vlahos

* also admitted in NC

Neville Holcombe, 1802-1880
Horace L. Bomar, 1812-1884
Robert L. Wynn, III, Retired

Sender's Direct Dial:
(864) 594-5309

George Cummings, Claims Specialist
ACE USA
Environmental Coverage Group
Routing TL-16A
1601 Chestnut Street
Philadelphia, PA 19103

Re: Policyholder: Mintz Scrap Iron & Metal Co., Inc. (Mintz)
Site: Palmetto Recycling Superfund Site, Richland County, SC

Dear Mr. Cummings:

Thank you for your letter dated November 2, 2000 regarding the referenced matter. Please find enclosed a copy of my October 10, 2000 letter to Carolyn McCall of the United States Environmental Protection Agency.

As you can see from this letter, O'Neal Mintz, President of Mintz Scrap Iron & Metal, has no recollection of delivering batteries or any other materials to the Palmetto Recycling site. Furthermore, I have asked Ms. McCall, both in the enclosed letter and in two telephone conversations, to provide me with any documents in her possession linking Mintz Scrap Iron & Metal to this site. To date she has provided no such documents.

George Cummings, Claims Specialist
November 8, 2000
Page Two

I will provide you with copies of any additional documents which come into my possession relating to this claim as soon as I receive them, and in the meantime, if you have any questions or concerns, please feel free to give me a call.

Sincerely,

Walter M. White

WMW/rsm

Enclosure

cc: O'Neal Mintz, President (without enclosures)



Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200
Spartanburg, SC 29306
P.O. Box 1897
Spartanburg, SC 29304

phone (864) 594-5300
fax (864) 585-3844

www.holcombefomar.com

William U. Gunn
Koger M. Brumfield
Perry D. Boulter
William B. Oarsh, Jr.
Robert M. Bowen
James H. Nichols, Jr.
Ginger D. Goleff
Walter M. White
A. Todd Darwin
Stacey Campbell Davis
J. Hayes Vinton

* - also admitted in NC

Neville Holcombe, 1902-1983
Horace L. Bomar, 1912-1984
Robert L. Wynn, II, Retired

Sender's Direct Dial:
(864) 594-5309

April 10, 2001

E-Mail Address:
mwhite@hbgb.com

Ms. Susan M. Euteneuer
Environmental Claim Specialist
The St. Paul
5801 Smith Avenue
Baltimore, MD 21209-3693

RE: Mintz Scrap Iron and Metal
Palmetto Recycling Superfund Site - Columbia, Richland County, SC
Your File No.: UC00007165 19C001
Our File No.: 6309

Dear Ms. Euteneuer:

I am in receipt of and thank you for your letter dated April 3, 2001 regarding the referenced Superfund Site. On October 10, 2000, I responded to the EPA's request for information, and since that date, have received absolutely no response.

If and when I do hear something, I will let you know immediately. Thank you for your consideration in this matter.

Sincerely,

Walter M. White

WMW/bcj
cc: Mr. O'Neal Mintz

Cardwell, Ron

From: Mac White [mwhite@holcombebomar.com]
Sent: Wednesday, March 26, 2008 9:30 AM
To: Cardwell, Ron
Subject: Mintz



Scan080326090830
.pdf (7 MB)

Insurance Company of North America, Canton, MA 01921

Walter M. White
Holcombe Bomar, P.A.
P.O. Drawer 1897
Spartanburg, SC 29304
(864) 594-5309
fax: (864) 565-3844
e-mail: mwhite@holcombebomar.com

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INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 01 50 02 43

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

NAMED INSURED IS: CORPORATION
LOCATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/83 TO 12/27/84 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,651

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGE ARE LIMITS OF LIABILITY

THE INSURANCE APPLICABLE IS ONLY WITH RESPECT TO EACH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGE PARTS

LIMITS OF LIABILITY

BODILY INJURY

PROPERTY DAMAGE

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE

EACH
OCCURRENCE
\$50,000

AGGREGATE
\$50,000

PERSONAL INJURY
LIABILITY
INSURANCE

AGGREGATE
\$100,000

PREMISES MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000

LD-5756

(CONTINUED ON NEXT PAGE)

PAGE 1

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

INSUREE

831167



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SEP 05 00 22 42 7

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29203

.....

.....

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
P-PAYROLL - PER 1000 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO DATE OF 7-
EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN:

PREMISES - OPERATIONS HAZARD

7-50861

IRON OR STEEL SCRAP DEALERS

1	PI	P	128400	.5700	732
	PC	P	128400	.3050	690

ESCALATORS HAZARD (EXCLUDED AT PREMISES)

1 NONE KNOWN AT INCEPTION -
1 COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP SC SC 52 43

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

COVERAGE OF COVERAGES CONTAINED

INDEPENDENT CONTRACTORS PLATE

3-17932

OPERATIONS - MCC

SI
PC

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,350

PERSONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING
"GROUPS OF INTERESTS" ARE COVERED:

GROUP 4, 5, & 6

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND
AGREED THAT PERSONAL INJURY EXCLUSION "C" IS ELIMINATED.

TOTAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE) \$100

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$37
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$37

LD-SF96

(CONTINUED ON NEXT PAGE)

PAGE 3

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

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631167



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SEP 20 00 02 43

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MIATZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

ALPHABETIC	CODE	DESCRIPTION	AMOUNT
LD463		ADDITIONAL INSURED (EMPLOYEES)	\$0.00
LD4F12	99901	GRAC FORM PROPERTY CAN-EXCL. CORR. OPER	\$0.00
TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE)			\$0.00

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,750.00
PERSONAL INJURY LIABILITY INSURANCE	\$1.00
PREMISES MEDICAL PAYMENTS INSURANCE	\$1.00
ADDITIONAL COVERAGES	\$154.00
TOTAL ADVANCE PREMIUM	\$1,906.00

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F57 GENERAL LIAB. SIG. FACV. JACKET
LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
LD-9F53 PREMISES MEDICAL PAYMENTS INSURANCE
LD-9F54 PERSONAL INJURY LIABILITY INSURANCE
GL-2006 ADDITIONAL INSURED (EMPLOYEES)
GL-2104 EXCL.-COMPLETED GOODS & PRODUCTS HAZARD
GL-2104 AMEND OF ALCOHOLIC BY EXCLIS. CARCELINAT
GL-6019 C.L.-AMENDATORY EXCL-ACIL DEFINITION
LD-4F12 GRAC FORM PROPERTY CAN-EXCL. CORR. OPER

THIS DECLARATION AND CLIPPAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT OFFERED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

LD-9F55

(CONTINUED ON NEXT PAGE)

PAGE 9

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INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 66 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

INTZ SCRAP IRON & METAL CO., INC
36 MAGNESS DRIVE
FARFARBURG SC 29203

THIS IS A GENERAL LIABILITY POLICY NO. 6652439

NAMED INSURED IS: CORPORATION

OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/83 TO 12/27/84 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

POLICY PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,661

ADJUSTMENTS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY

PROPERTY DAMAGE

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE

EACH
OCCURRENCE
\$50,000

AGGREGATE
\$50,000

PERSONAL INJURY
LIABILITY
INSURANCE

AGGREGATE

\$100,000

REIMBurses MEDICAL
PAYMENTS
INSURANCE

EACH PERSON

\$500

EACH ACCIDENT

\$10,000

7-5656

(CONTINUED ON NEXT PAGE)

PAGE 1

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921107 50



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INT2 SCRAP IRON & METAL CO., INC
66 MAGNESS DRIVE
SPARTANBURG SC 29303

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INCURRED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50661

IRON OR STEEL SCRAP DEALERS

1	BI	P	128400	.5700	732
	PD	P	128400	.5050	648

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -
COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

REINSURED

INTZ SCRAP IRON & METAL CO., INC
 66 MAGNESS DRIVE
 PARTANBURG SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - AGC

BI
 PC

IF ANY
 IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,380

PERSONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING
 "GROUPS OF OFFENSES" ARE COVERED:

GROUP A, B, C

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND
 AGREED THAT PERSONAL INJURY EXCLUSION "C" IS ELIMINATED.

TOTAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE) \$110

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$37
 NOT COVERED
 NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$37



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

MED INSURED

INTZ SCRAP IRON & METAL CO., INC
 06 MAGNESS DRIVE
 PARTANEURG SC 29203

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
C968		ADDITIONAL INSURED (EMPLOYEES)	\$65
D4F12	99981	BROAD FORM PROPERTY DAN-EXCL. COMP. OPER	\$65
TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE)			\$134

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,380
PERSONAL INJURY LIABILITY INSURANCE	\$110
PREMISES MEDICAL PAYMENTS INSURANCE	437
ADDITIONAL COVERAGES	\$134
TOTAL ADVANCE PREMIUM	\$1,661

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

D-SF97 GENERAL LIAB. STD. PREV. JACKET
 D-SF72 COMPREHENSIVE GENERAL LIABILITY INS.
 D-SF93 PREMISES MEDICAL PAYMENTS INSURANCE
 D-SF94 PERSONAL INJURY LIABILITY INSURANCE
 L-2006 ADDITIONAL INSURED (EMPLOYEES)
 L-2104 EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
 L-0104 AKAEND OF ALCOHOLIC BEV EXCL (SC. CAROLINA)
 L-0019 G.L.-AMENDATORY ENGT-ACCL DEFINITION
 D-4F12 BROAD FORM PROPERTY DAN-EXCL. COMP. OPER

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE UNDERSIGNED POLICY.

URING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE MED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED ABOVE.

D-SF96

(CONTINUED ON NEXT PAGE)

PAGE 4

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894107 SC:



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 00 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

WED INSURED

1412 SCRAP IRON & METAL CO., INC
06 MAGNESS DRIVE
PACTARBURG

SC 29303

DECLARED SIGNED AT: _____

AUTHORIZED AGENT: Joseph H. Blanton



COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

1. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which the insured has become, or is to become, an addressee and the Company shall be liable to the insured for the full amount of the damages against the insured payable by or for the insured or the insured's legal representative, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining. If such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use thereon;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured; or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water source or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract; or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitor may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or

(j) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or while the person is intoxicated.

The Named Insured shall not be liable for damages or for the cost of defense or settlement of any suit.

- (i) to any obligation for which the insured or any carrier or his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured;
 - (2) property used by the insured; or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (l) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put in use by any person or organization other than the insured;
- (n) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "A";
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "C";
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "U";

(over)



PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

Exclusions

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
 - (2) arising out of (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (b) the operation or use of any snowmobile or trailer designed for use therewith;
 - (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any watercraft owned or operated by or rented or loaned to any insured, or
 - (ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or
 - (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
- (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the Named Insured by independent contractors other than (a) maintenance and repair of the insured premises or (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverages
 - (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or drug which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the Named Insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to bodily injury
- (1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefit for such bodily injury is payable or recoverable under any other policy or contract of insurance;

(5) to any person engaged in training, sports, athletic activity or amateur contests if such activity is entered for sports activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expenses for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining so land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after such request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person at any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.



PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

SCHEDULE

The insurance afforded is only with respect to personal injury arising out of an offense included within whichever of the following groups of offenses as are indicated in the declarations as covered by this policy:

GROUPS OF OFFENSES

- A. False Arrest, Detention or Imprisonment, or Malicious Prosecution
- B. Libel, Slander, Defamation or Violation of Right of Privacy
- C. Wrongful Entry or Eviction, or Other Infringement of the Right of Private Occupancy

I. COVERAGE P—PERSONAL INJURY LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (hereinafter called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the Named Insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement.
- (b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B, concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the Company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate".

If a participation percentage is stated in the declarations for the insured, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the Company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



GL 21 04
(Ed. 07 86)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



GL 01 04
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Name of Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

EMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78



BROAD FORM PROPERTY DAMAGE ENDORSEMENT **(Excluding Completed Operations)**

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies your insurance as it is provided by the provisions of the policy and the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE **MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE** **OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE** **CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

(2) except with respect to liability under a written contract agreement or the use of elevators to

(a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) tools or equipment while being used by the Insured in performing his operations,

(c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(d) that particular part of any property, not on premises owned by or rented to the Insured,

(i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Reverse)

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

and "insured" to the company for the purpose of indemnification upon a public highway, of mobile equipment registered under any motor vehicle registration law.

- (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services; because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

- (1) all property damage arising out of premises or operations listed on a remittance basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

- (1) "admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

This exclusion modifies the provisions of this policy.
INSURANCE OTHER THAN COMPREHENSIVE PERSONAL

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

This policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:

A State Insurance Co. of N. A. 1000 Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment thereon which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle in which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

- (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads including any machinery or apparatus attached thereto, but does not include mobile equipment.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

"completed operations hazard" includes bodily injury and property damage arising out of operations of reference upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,

- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, running power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet.

DEFINITIONS CONTINUED

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract.

"Incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement.

"Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"Named Insured" means the person or organization named in the declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"accident" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured.

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, drains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under such policy, but for its termination upon cancellation of its policy;

(2) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereon.

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or by-product material;
- (3) "Source material" means any material which is or may be used in the production of fissionable material;
- (4) "Special nuclear material" means any material which is or may be used in the production of fissionable material;
- (5) "Waste" means any waste material (a) containing by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material; (d) at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (e) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (f) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premiums designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of the policy, as far as they relate to the subject matter of the insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy, and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

Recovery of Losses

No person shall be entitled to recover under this policy, unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

5. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers

not do anything which might prejudice such rights. The insured shall not assign or otherwise dispose of such rights.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Donald L. Keith
DONALD L. KEITH, President



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION
GLP 68-37 20-63 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAME OF INSURED

INTZ SCRAP IRON & METAL CO., INC
56 MAGNESS DRIVE
PARTANBURG SC 29303

POLICY IS: RENEWAL OF POLICY NO. 602227010

NAME OF INSURED IS: CORPORATION

OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/82 TO 12/27/83 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAME OF INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,593

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY

PROPERTY DAMAGE

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE

EACH
OCCURRENCE
\$50,000

AGGREGATE
\$50,000

PERSONAL INJURY
LIABILITY
INSURANCE

AGGREGATE
\$100,000

REIMBURSE MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 00 31 20 03 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

NTZ SCRAP IRON & METAL CO., INC

16 MAGNESS DRIVE

SPARTANBURG

SC 29303

SCHEDULE OF COVERAGES

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
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WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-00861

IRON OR STEEL SCRAP DEALERS

1	BI	P	120000	.5700	684
	PD	P	120000	.5050	606

ESCALATORS HAZARD (NUMBER AT PREMISES)

KNOWN KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INSURANCE COMPANY OF NORTH AMERICA		POLICY IDENTIFICATION
		GLP 60 37 20 63 9

CLARIFICATIONS - GENERAL LIABILITY POLICY

INSURED:

HTZ SCRAP IRON & METAL CO., INC
6 MAGNESS DRIVE
ARTANSBURG SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NOC

BI
PC

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,290

PERSONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING 'GROUPS OF OFFENSES' ARE COVERED:

GROUP A,B,C

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT PERSONAL INJURY EXCLUSION 'C' IS ELIMINATED.

TOTAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE) \$103

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS**
- B. ESCALATORS**
- C. SPORTS ACTIVITIES**

\$34
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$34

INSURANCE COMPANY OF NORTH AMERICA POLICY IDENTIFICATION
GLP **GD 37 20 63 9**

DECLARATIONS - GENERAL LIABILITY POLICY

TO INSURED

NTZ SCRAP IRON & METAL CO., INC
6 MAGNESS DRIVE
ARTANBURG SC 29303

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
968		ADDITIONAL INSURED (EMPLOYEES)	\$65
04F12	99981	BROAD FORM PROPERTY DAM-EXCL. COMP. OPER	\$61
TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGES)			\$126

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,290
PERSONAL INJURY LIABILITY INSURANCE	\$103
PREMISES MEDICAL PAYMENTS INSURANCE	\$34
ADDITIONAL COVERAGES	\$126
TOTAL ADVANCE PREMIUM	\$1,553

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

0-9F97 GENERAL LIAB. STD. PROV. JACKET
 0-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
 0-5F93 PREMISES MEDICAL PAYMENTS INSURANCE
 0-5F94 PERSONAL INJURY LIABILITY INSURANCE
 0-968 ADDITIONAL INSURED (EMPLOYEES)
 0-996 EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
 0-1031 AMEND OF ALCOHOLIC BEV EXCL(SO.CAROLINA)
 0-9E49 G.L.-AMENDATORY ENDT-ADOL DEFINITION
 0-4F12 BROAD FORM PROPERTY DAM-EXCL. COMP. OPER

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE INSURED POLICY.

URING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED THEREIN.



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 22 27 01 0

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

NTZ SCRAP IRON & METAL CO., INC
16 MAGNESS DRIVE
SPARTANBURG

SC 29303

LIST IS: NEW

NAMED INSURED IS: CORPORATION

OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/81 TO 12/27/82 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

JOINT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$2,070

REVISIONS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

	BODILY INJURY		PROPERTY DAMAGE	
	EACH OCCURRENCE	AGGREGATE	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$300,000	---	\$100,000	\$100,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 22 27 01 0

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

MTZ SCRAP IRON & METAL CO., INC

5 MAGNESS DRIVE

ARTANBUAG

SC 29303

SCHEDULE OF COVERAGES

CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

CATION COVERAGE PREMIUM BASIS CODE EXPOSURE RATE PREMIUM

EN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50861

IRON OR STEEL SCRAP DEALERS

CLASS CODE	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
2	81	P	151500	.6600	1012
	PD	P	151500	.5200	789

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NOC

CLASS CODE	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
	81		IF ANY		
	PD		IF ANY		



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP GO 22 27 01 0

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

**NTZ SCRAP IRON & METAL CO., INC
6 MAGNESS DRIVE
ARTANBURG**

SC 29303

SCHEDULE OF COVERAGES CONT'D

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,800

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
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14F47	BROAD FORM COMPREHENSIVE G L ENDORSEMENT UNDER THIS ENDORSEMENT THE PREMIUM CALCULATION IS AS FOLLOWS: 15.0% OF THE TOTAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED	\$270
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TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE) \$270

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,800
ADDITIONAL COVERAGES	\$270
TOTAL ADVANCE PREMIUM	\$2,070

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

D-9F97	GENERAL LIAB. STD. PROV. JACKET
D-9F72	COMPREHENSIVE GENERAL LIABILITY INS.
D-996	EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD

D-9F96

(CONTINUED ON NEXT PAGE)

PAGE 3



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 22 27 01 3

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

NTZ SCRAP IRON & METAL CO., INC
6 MAGNESS DRIVE
ARTANBURG

SC 29303

FORMS AND ENDORSEMENTS CONT'D

- 1031 AGREES OF ALCOHOLIC BEV EXCL (SC, CAROLINA)
- 0549 G.L.-AMENDATORY ENDT-ADOL DEFENITION
- 4F47A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
- 4F48A BROAD FORM COMPREHENSIVE G L ENDORSEMENT

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

URING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED THEREIN.

COUNTERSIGNED AT: _____ AUTHORIZED AGENT: _____
DATE: _____



BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

Named Insured Mintz Scrap Iron & Metal Co., Inc.	
Effective 12/27/81	Policy Number GLP GO 22 27 01 0
Issued By (Name of Insurance Company) Insurance Company of North America	

The above is required to be completed only when this endorsement is issued subsequent to the presentation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping.

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) tools or equipment while being used by the Insured in performing his operations.

(c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(d) that particular part of any property, not on premises owned by or rented to the Insured,

(i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Reverse)

INK

ADDITIONAL INSURED
(Employees)

Named Insured

Minck Scrap Iron & Metal Co., Inc.

Policy No.

C.P. 00 22 27 01-0

Policy Period

Effective Date of Endorsement

12/27/81

Issued by (Name of Insurance Company)

Insurance Company of North America

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include any employee of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1 to bodily injury to (a) another employee of the Named Insured arising out of or in the course of his employment or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof;
- 2 to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the Named Insured or (b) the Named Insured, or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

Authorized Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

MINTZ SCRAP IRON & METAL CO., INC.
306 MAGNESS DRIVE
SPARTANBURG

SC 29303

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

A Stock Insurance Company, hereinafter called the Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs (paid against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;

(b) the existence of tools, uninstalled equipment or abandoned or unused materials; or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet;

DEFINITIONS CONTINUED

"**explosion hazard**" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"**Insured**" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**Named Insured**" means the person or organization named in the declarations of this policy;

"**Named Insured's products**" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container (hereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured;

"**policy territory**" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Nuclear Atomic Energy Liability Underwriters, or Nuclear Energy Liability Insurance Association of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) with respect to which the insured is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

d. As used in this Exclusion:

(1) "Hazardous properties" include radioactive, toxic or explosive properties;

(2) "Nuclear material" means source material, special nuclear material or by-product material;

(3) "Spent fuel" means any fuel element or fuel assembly which has been used or exposed to radiation in a nuclear reactor;

(4) "Waste" means any waste material (a) containing by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

(5) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(6) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(7) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of the insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

5. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereafter against any person or organization and the insured shall execute and deliver instruments and papers

and do whatever else is necessary to secure such recovery and shall do nothing after loss to prejudice such rights.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Wilson H. Taylor
WILSON H. TAYLOR, President



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC.
16 MAGNESS DRIVE
APTANBURG

SC 29303

POLICY IS: REWRITE OF POLICY NO. 005071552

NAME OF INSURED IS: CORPORATION

OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/84 TO 12/27/85 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

JOINT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,734

EXEMPTIONS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY DAMAGE COMBINED

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE
\$100,000

REIMBurses MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC.

06 MAGNESS DRIVE

SPARTANBURG

SC 29303

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE; SPARTANBURG, SOUTH CAROLINA

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
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WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

T-50861

IRON EM STEEL SCRAP DEALERS

1	BI	P	142000	.5360	761
	PD	P	142000	.5970	848

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC.

36 MAGNESS DRIVE

SPARTANBURG

SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NOC

BI
PD

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,609

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$40
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$40

ADDITIONAL COVERAGES

ENDORSEMENT
NUMBER

CLASS
CODE

ENDORSEMENT
DESCRIPTION

PREMIUM

04F12

99981

BROAD FORM PROPERTY DAM-EXCL. COMP. OPER

\$85

TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE) \$85



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

NTZ SCRAP IRON & METAL CO., INC.
16 MAGNESS DRIVE
ARTANBURG SC 29303

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,609
PREMISES MEDICAL PAYMENTS INSURANCE	\$40
ADDITIONAL COVERAGES	\$85
TOTAL ADVANCE PREMIUM	\$1,734

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

J-9F97A GENERAL LIAB. STD. PROV. JACKET
 J-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
 J-5F93 PREMISES MEDICAL PAYMENTS INSURANCE
 -2104 EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
 -0104 AMEND OF ALCOHOLIC BEV EXCL ISO-CAROLINA
 -0019 G.L.-AMENDATORY ENGT-ADOL DEFINITION
 J-4F12 BROAD FORM PROPERTY DAM-EXCL. COMP. OPER
 J-4F14A SINGLE LIMIT OF LIAB -SEPARATE AGGREGATE

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE ORDERED POLICY.

During the past three years no insurer has cancelled insurance, issued to the insured insured, similar to that afforded hereunder, unless otherwise stated herein.

COUNTERSIGNED AT: _____
DATE: _____

AUTHORIZED AGENT:

Joseph H. Blanton, II

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

1. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use thereon;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured; or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract; or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitor may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes;

If such liability is imposed

 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (i) of this exclusion does not apply with respect to liability of the insured or his indemnitor as an owner or lessor described in (2)(i)(A).
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured;
 - (2) property used by the insured; or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (l) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u";

(over)

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) If the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
 - (b) If the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) If the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured; and
 - (e) with respect to the operation, for the purpose of recreation upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (1) an employee of the Named Insured while operating any such equipment in the course of his employment; and
 - (2) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:
- (1) bodily injury to any fellow employee of such person injured in the course of his employment; or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (1).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

- (1) all property damage arising out of premises or operations rated on a reimbursement basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (2) and (3), separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

- (1) "admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company);
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.



PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accidental all-reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

a) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunt activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any watercraft owned or operated by or rented or loaned to any insured, or
 - (ii) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

b) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the Named Insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (b) of this exclusion (b) (2) applies when the Named Insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- #### c) to bodily injury
- (1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any other law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the Company's liability for all medical expenses for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expenses for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance including endorsements forming a part of the policy:

"insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.



GL 21 04
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



GL 01 04
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE**

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78



BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) tools or equipment while being used by the Insured in performing his operations,

(c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(d) that particular part of any property, not on premises owned by or rented to the Insured,

(i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Reverse)



AMENDMENTS — LIMITS OF LIABILITY
(Single Limit)
(Individual Coverage Aggregate Limit)

Named Insured	
Effective	Policy Number
Issued to: Name of Insured Company	

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows.

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of the policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

(b) Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate".

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured including any such property damage for which liability is assumed under any incidental contract relating to such operations, but (a) subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) if Products - Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;

(4) if Contractual Liability insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability insurance applies.

Such aggregate limit shall apply separately

(a) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the Named Insured;

(b) to the sum of the damages for all bodily injury and property damages described in subparagraph (3); and

(c) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the Named Insured.

(c) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

Authorized Agent

11/14/87 12:22 3910011530

BLANCKTACKABERY

0002

INN

INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

KRITZ SCRAP IRON & METAL CO., INC.
306 MAGNESS DRIVE
SPARTANBURG SC 29303

PRODUCER 139234 CENR 17.54
RETIKAR CORPORATION
PO BOX 5252
SPARTANBURG SC 29301

MAY 23 1985

SERVICE OFFICE: SOUTH CAROLINA

IND CODE: 5045

INDUSTRY CODE: 16

POLICY IS: REWRITE OF POLICY NO. 605071506

NAMED INSURED IS: CORPORATION
OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

PREMIUM FINANCED

POLICY PERIOD: FROM 12/27/84 TO 12/27/85 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,734

SUBJECT TO AUDIT

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY DAMAGE COVERED

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

COVERAGE

AGGREGATE

PREMISES MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000

LD-9556

MAY 23 1985

(CONTINUED ON NEXT PAGE)

PAGE 1

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0003



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & RETAIL CO., INC.
306 MAGNESS DRIVE
SPARTANBURG SC 29303

PRODUCER

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, SOUTH CAROLINA

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED SELCH AS FOLLOWS:
FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
P-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

T-50861

IRON OR STEEL SCRAP DEALERS

1	BI	P	142000	.5350	761
	PO	P	142000	.5570	948

ESCALATORS HAZARD (NUMBER AT PREMISES)

HERE KNOWN AT INCEPTION -
COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

LD-5F96

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PAGE 2

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0004



INSURANCE COMPANY OF ALABAMA

POLICY IDENTIFICATION

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC.
304 MAGNESS DRIVE
SPARTANBURG SC 29362

PRODUCER

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NOC

SI
PO

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE)

\$1,600

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$40
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE)

\$40

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
LD4F12	99981	BROAD FORM PROPERTY DAM-EXCL. COMP. OPER.	\$85

TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE)

\$85

LD-9796

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PAGE 3

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INN

INSURANCE COMPANY OF NORTH CAROLINA

POLICY IDENTIFICATION

00 11 93 24 7

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC.
306 MAGNESS CRIVE
SPARTANBURG SC 29303

PRODUCER

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,609
PREMISES MEDICAL PAYMENTS INSURANCE	240
ADDITIONAL COVERAGES	\$85
TOTAL ADVANCE PREMIUM	\$1,734

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F97A GENERAL LIAB. STD. PROV. JACKET
LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
LD-5F93 PREMISES MEDICAL PAYMENTS INSURANCE
GL-2104 EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
GL-0104 AGENC OF ALCOHOLIC BEV EXCL(SD-CAROLINA)
GL-0019 G.L.-AMENDATORY ERET-ALCOH DEFINITION
LD-4F12 BROAD FORM PROPERTY DAN-EXCL. COMP. OPER
LD-4F16A STAGE LIMIT OF LIAB -SEPARATE AGGREGATE

THIS DECLARATION AND COVERAGE PARTIS), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE. ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: _____
DATE: _____

AUTHORIZED AGENT: _____

LD-9F96

(LAST PAGE)

PAGE 4

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BLANCKTACKABERY

008



GENERAL PURPOSE ENDORSEMENT
(General Liability Lines Only)

Named Insured Huntz Screen Iron & Metal Co., Inc

Effective 9-23-85

Policy No. 002 0957 3289

Issued by Ins. Co. of North America

(Name of Insurer Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that this policy is amended as indicated by (X).

A. NAME AND ADDRESS CHANGES

- ☐ Change Name to:
☐ Change Address to:

B. LOCATIONS CHANGED

- ☐ Change Location to:
☐ Cancel Following Location:
☐ Add Following Location:

Classification _____

Code # _____ Area _____ Freight _____ Each _____ (Number)

Insured in ☐ Draw ☐ Tenant ☐ Part accepted by Insured _____

C. POLICY PERIOD CHANGE

☐ Change policy period to read:

From _____

To _____

D. LIMITS CHANGES

☒ Bodily Injury

CSL
each person

☐ Property Damage

\$

and ☐ ACCIDENT ☐ OCCURRENCE

\$

aggregate

\$500,000 each

☐ ACCIDENT ☐ OCCURRENCE

\$500,000 aggregate

in limit of 300,000 CSL

E. OTHER CHANGES

Raidman Corporation
Spartanburg, SC

F. PREMIUM ADJUSTMENT

Coverage

Bodily Injury Liability

Property Damage Liability

Medical Payments

CSL

Ann. Prem.	Pre-Advised Premium	Indicate ADST or Prem. by Checklist	RET. <input type="checkbox"/>
<u>1202.</u>	<u>114</u>	ADD'L <input checked="" type="checkbox"/>	RET. <input type="checkbox"/>
<u>1031.</u>	<u>118</u>	ADD'L <input checked="" type="checkbox"/>	RET. <input type="checkbox"/>
<u>103</u>	<u>3</u>	ADD'L <input checked="" type="checkbox"/>	RET. <input type="checkbox"/>
Total Endorsement Premium		<u>167.</u>	ADD'L <input checked="" type="checkbox"/> RET. <input type="checkbox"/>

10-1-85 ml

*Grand Rate of 7.97
new 5.15 7.45
10 - 2.20
reg 100,000*

Act in accordance with 2/1/86

Authorized Agent

OCT - 1985

LEADS FTR. IN U.S.A.

11/14/97 13:25 09107411330

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0910-111530

BLANCO&TACKABERY

007



GENERAL PURPOSE ENDORSEMENT
(General Liability Lines Only)

Name Insured

Address

9-22-85

Policy No.

CLC 4773747

Issued by

(Name of Insurer Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that the policy is amended as indicated by (S).

A. NAME AND ADDRESS CHANGES

- ☐ Change Name to
- ☐ Change Address to

B. LOCATIONS CHANGES

- ☐ Change Location to
- ☐ Cancel Following Location
- ☐ Add Following Location

Classification

Code #

Area

Frontage

Depth

(Waterbody)

Insured to ☐ Owner ☐ Tenant - Part assumed by Insured

C. POLICY PERIOD CHANGE

- ☐ Change policy period to start From

To

D. LIMITS CHANGES

Per Occurrence

CLC

☐ Property Damage

\$

each

☐ AGGREGATE

\$

☐ OCCURRENCE

aggregate

\$ 500,000

each

\$ 500,000 aggregate

\$ 500,000 aggregate

E. OTHER CHANGES

F. PREMIUM ADJUSTMENT

Endorsement

bodily injury liability
 property damage liability
 medical payments

Ins. Prev.	Spec. Prev. of Application	Pre-Related Premium	Indicate Add'l or Red. Prev. by Checking Box	
			ADD'L <input type="checkbox"/>	RED. <input type="checkbox"/>
			ADD'L <input type="checkbox"/>	RED. <input type="checkbox"/>
			ADD'L <input type="checkbox"/>	RED. <input type="checkbox"/>
Total Endorsement Premium		167	ADD'L <input type="checkbox"/>	RED. <input type="checkbox"/>

Authorized Agent

11/14/87 13:28 8910-111430

BLANCORTACKABERY

0008

GENERAL LIABILITY POLICY STANDARD PROVISIONS

Insurance Company of North America
a CIGNA company

Philadelphia, Pennsylvania



A Stock Insurance Company, herein called the Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agreed with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company, and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, amounts on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accidental or traffic law violations arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to supply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a self-propelled vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include ground equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including damage at any time resulting therefrom;

"completed operations hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) settling of land, excavating, boring, filling, backfilling, tunneling, pile driving, foundation work or chimney work or (2) moving, shifting, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. This collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or services upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" includes material, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or

(3) when the portion of the work out of which the injury or property damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a project as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;

(b) the existence of tests, untested equipment or abandoned or unused materials; or

(c) operations for which the classification stated in the policy or in the Company's manual applies "including completed operations";

"structure" means any building or loading device to contain, store or handle, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery but does not include an automobile service pit, or a hole without a platform outside a building if without mechanical power or if not attached to building walls, or a pad or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet;

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DEFINITIONS CONTINUED

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of oil or steam vessels, blasting under contract; prime movers, auxiliary or power transmitting equipment, or (2) arising out of operations performed for the insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract.

"incidental contract" means any written (1) lease of premises, (2) contract agreement, except in connection with construction or demolition operations or of equipment to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) street-truck agreement, or (5) similar indemnified agreement.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

"mobile equipment" means a land vehicle including any machinery or apparatus attached thereto, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use primarily off public roads, or (4) designed or maintained for the sole purpose of affording mobility in equipment of the following types: trenching, loading, digging and drilling, concrete mixer (other than the tow-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators, including spraying, welding and building, cleaning, contracting and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in the declarations of this policy.

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof other than a vehicle, but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

"products hazard" includes bodily injury and property damage arising out of the named insured's products or services upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property, at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, cables, sewers, tanks, tunnels, any structure, property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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NUCLEAR ENERGY LIABILITY EXCLUSION BROAD FORM

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon cessation of its work of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

(1) "Hazardous properties" include radioactive, toxic or explosive properties;

(2) "Nuclear material" means source material, special fissile material or by-product material;

(3) "Source material" means "source material" as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) "Spent fuel" means any fuel element or fuel component, used or unused, which has been used or exposed to radiation in a nuclear reactor;

(5) "Waste" means any waste material (a) containing by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

(6) "Nuclear facility" means (a) any nuclear reactor, laboratory, enrichment or device designed or used for the separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging material or equipment or device used for the processing, fabricating or shipping of special nuclear material (i) at any time the total amount of such material in the custody of the insured or the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all personnel used for such operations;

(7) "Nuclear reactor" means any apparatus designed (i) used to sustain nuclear fission in a self-sustaining chain reaction, or to contain a critical mass of fissionable material;

(8) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rates, rates, rating plans, provisions and premium premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof (terminating with the end of the policy period) designated in the declaration as the audit period the earned premium shall be deducted for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall refund to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any reason therefor shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or insurer, to determine or represent that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle law, the responsibility law, such insurance as is afforded by this policy for liability liability or for property damage liability shall comply with the provisions of such law to the extent of the coverages and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representatives.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making statements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which indemnity is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except as may be necessary, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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CONDITIONS CONTINUED

3. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor shall the benefit of the insured's obligation to pay shall have been finally determined either by judgment against the insured after appeal trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall nevertheless be entitled to recover under this policy to the extent of the insurance obtained by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be prejudiced by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share with the share of each insurer against the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until such each insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all such valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereafter against any person or organization and the insured shall execute and deliver instruments and papers

and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes

Notice to any agent or knowledge possessed by any part or by any other person shall not effect a waiver or a change in any part of this policy or release the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except if endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is obtained in writing. If, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, or the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, or insured, but only until the appointment and qualification of a permanent representative.

10. Three Year Policy

If this policy is issued for a period of three years any part of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the insured insured by tender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when and less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The date of surrender or the effective date and hour of cancellation stated in the policy shall become the end of the policy period. Delivery of such written notice either by the insured insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the company's short rate table and schedule. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of an earned premium is not a condition of cancellation.

12. Discharge

By acceptance of this policy, the named insured agrees that the statement is the declaration of his agreement and representation, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and authenticated on the Declaration page by a duly Authorized Agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, President

Charles J. Fowler
CHARLES J. FOWLER, Secretary

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**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COVERAGE PART**

**SPECIMEN FORM
Form G-SU**

I. COVERAGE - BODILY INJURY LIABILITY

COVERAGE - PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. Bodily Injury or
- B. Property Damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a work order that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the wearing, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft owned by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the wearing, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or performance contest or in any racing activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or watercraft designed for use thereon;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the wearing, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapor, dust, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act of rebellion incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) contract for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, distribution or use of alcoholic beverages, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person whose influence is denied or which causes or contributes to the intoxication of any person;

but part (i) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lesser of premises in (i) above;

(j) to any obligation for which the insured or any insured, as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any other law;

(k) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to an obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(l) to property damage to:

(1) property owned or occupied by or rented to the insured;

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or to be which the insured is for any purpose retaining physical control;

but parts (1) and (2) of this exclusion do not apply with respect to liability under a written contract agreement and part (3) of this exclusion does not apply with respect to property damage to, or loss of use of, or destruction of, arising out of the use of an elevator or premises owned by, rented to or controlled by the Named Insured;

(m) to property damage to premises affected by the Named Insured arising out of such premises or any part thereof;

(n) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of or tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put in use by any person or organization other than an insured;

(o) to property damage to the Named Insured's products arising out of such products or any part of such products;

(p) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(q) to damages claimed by the withdrawal, suspension, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property in which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(r) to property damage included within:

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

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COVERAGE

Each of the following is an insured under this insurance in the extent set forth herein:

(a) If the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business in which he is the sole proprietor, and the income of the business insured with respect to the conduct of such a business.

(b) If the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such.

(c) If the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(d) Any person other than an employee of the Named Insured or organization while acting as such outside coverage for the Named Insured and

(e) With respect to the operation, for the purpose of transportation upon a public highway, of mobile equipment registered under any state vehicle registration law:

(1) an employee of the Named Insured while operating any such equipment in the course of his employment, and

(2) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization.

provided that no person or organization shall be so insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employee of any person designated in subparagraph (e).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is so designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A--The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

Coverage B--The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage in which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

(1) All property damage arising out of operations or operations which are a continuation thereof, including property damage for which liability is assumed under any contract entered into by the Named Insured, but excluding property damage included in subparagraph (2) above.

(2) All property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any contract entered into by the Named Insured, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or at structural alterations at such premises which do not involve changing the nature of the buildings or other structures.

(3) All property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and shall be subject to the (1) and (2) separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B--For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated operations or substantially the same general operations shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

(1) "personnel" means the total number of persons, other than employees of the Named Insured, admitted to the named insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) "contractor" means any outside contractor engaged during the policy period by the Named Insured or by any employee of the Named Insured other than employees of the Named Insured who operate any mobile equipment and aircraft pilots and co-pilots, subject to any overtime earnings or limitations on remuneration rules applicable in accordance with the average in use by the Company;

(3) "receipt" means the gross amount of money charged by the Named Insured for each operation by the Named Insured or by others during the policy period as set forth on a receipt book other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

(4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and components furnished, hired or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all taxes, allowances, bonuses or commissions such, paid or due;

(5) "gross" means the gross amount of money charged by the Named Insured as by others under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes other than taxes which the Named Insured has had others collect as a separate item and remit directly to a governmental division.

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PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

I. COVERAGE - PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expenses incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of or is a consequence in the insured premises or the operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to any insured; or

(ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any sporting activity or in practice or preparation for any such contest or activity or in the operation or use of any snowmobile or watercraft designed for use on land;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured; or

(ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the maintenance of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

(1) included within the completed operations hazard of the products hazard;

(2) arising out of operations performed for the Named Insured by independent contractors other than the maintenance and repair of the insured premises or the structural alterations to such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage if in violation of any statute, ordinance or regulation, (A) to a minor, (B) to a person under the influence of alcohol or (C) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is a owner or lessee of premises used for such purposes but any part of this exclusion (b) (3) applies when the Named Insured is such an owner or lessee;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

(1) to the Named Insured, any partner thereof, any agent or other person regularly working on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment thereon;

(2) to any other person if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are available or required to be provided under any worker's compensation, disability benefit, pension, compensation or disability benefit plan, or under any other law;

(5) to any person pleading, investigating or participating in any physical training, sport, athletic activity or contest unless a premium charge is assessed for such activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical services for services by the Named Insured, an employee thereof or any person or organization under contract to the Named Insured to provide such services.

2. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declaration is applicable to "each person" in the limit of the Company's liability for all medical expenses for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expenses for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declaration as applicable to "each accident."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance including endorsements forming a part of the policy:

"Insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining or land;

"medical expenses" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, convalescent nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after receipt from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

SPECIMEN FORM
Form SSU

11/14/87 14:33

391P-11830

BLANCKSTACKBERRY

007

GL 21 04
(Ec. 07 86)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when the endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Name of insured

SPECIMEN FORM

Countersigned by _____
(Authorized Representative)

Form 550

This endorsement provides such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

GL 21 04 07 86

11/16/97 14:33 09107-11530

BLANCO TACKABERY

008



SPECIMEN FORM

From SSU

GL 01 06
(04/97 06)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No. 0000000000

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE**

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

GL 01 06 07 66

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BLANCO TACKABERY

0009



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Name of Insured

Endorsed by

(Signature and Representative)

This endorsement provides such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading" with respect to an automobile, means the loading of property onto it or moving from the place where it is accepted for movement onto or into an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a crane or derrick) not attached to the automobile.

SPECIMEN FORM
From SSU

GL 00 19 07 78

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BLANCO TACKLERY

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BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

SPECIMEN
Form SS

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

This form is required to be completed only when this endorsement is issued pursuant to the provisions of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. - Reverse)

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BLANCO&TACKABERY

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B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

Authorized Agent

11/14/97

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BLANCO&TACKABERY

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AMENDMENTS — LIMITS OF LIABILITY
(Single-Limit)
(Individual Coverage Aggregate Limit)

SPECIMEN FORM
Form 59

Named Insured			Endorsement Number
Policy Section	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when the endorsement is added subsequent to the execution of the policy.

This endorsement modifies each insurance contract attached to the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability

(a) The limit of liability stated in the Declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for cost and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limit required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

(b) Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is characterized by any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Declarations of this policy as "aggregate":

- (1) all property damage arising out of premises or operations (based on a communication basis or contractor's equipment) raised on a non-permissible including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed by the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the load of or moving buildings or other structures;
- (3) if Products - Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Each aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the Named Insured;
 - (ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and
 - (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the Named Insured.
- (c) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

Authorized Agent

11/14/97 13:27

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NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy covered by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Organization, or Nuclear Insurance Association of Canada, or which is an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Lost Wages Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste or any time possession, handling, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this limitation (3) applies only to property damage to such nuclear facility and any property thereof;

1. As used in this Exclusion:

(1) "Hazardous properties" include radioactive, toxic or explosive properties;

(2) "Nuclear material" means source material, special nuclear material, or by-product material;

(3) "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

(5) "Waste" means any waste material (a) consisting of by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from ore and processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

(6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) sustaining the fission of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, handling or shipping of special nuclear material if at any time the total amount of such material in (i) the custody of the insured at the premises where such equipment or device is located consists of or consists more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, tank, excavation, pond, or other prepared or used for the storage or disposal of waste and (e) included the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction, or to contain a critical mass of fissionable material;

(8) "Property damage" includes all forms of released or contamination of property.

CONDITIONS

1. Premium

All provisions of this policy shall be construed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for payment terminating with the end of the policy period designated in the declarations on the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the insured under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for liability for injury or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particular sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances involved, and the names and addresses of the injured, and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suit and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings on its status and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own expense, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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CONDITIONS CONTINUED

5. Action Against Company

No action shall be against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, and until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has received such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impeded by the insured or his legal representative, bankruptcy or insolvency or the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except where stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.

a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer exceeds the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until such sum insurer has paid its full or full amount of the loss is paid.

b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers

and do whatever else is necessary to secure such rights. The insured shall nothing after loss to prejudice such rights.

8. Changes

Nothing to any oral or writings possessed by any agent or by any one person shall not affect a waiver or a change in any part of this policy or entitle the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed, except by endorsement hereon to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until a consent is obtained hereon. If, however, the Named Insured shall die, the insurance as it is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only with respect to the loss of his death as such, and (2) with respect to the property of the Named Insured, in the person having proper temporary custody thereof, as hereon but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years any part of the Company's liability stated in this policy as "aggregate" shall apply separately to the consecutive annual periods hereon.

11. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured or the address shown in this policy, written notice stating how not later than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the company's short rate table and provisions. If the Company cancels, earned premium shall be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or at any time as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and authenticated on the Declaration page by a duly authorized agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Calvin L. Fowler
CALVIN L. FOWLER, President

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**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COVERAGE PART**

**SPECIMEN FORM
FROM SSU**

**1. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because:

- A. bodily injury or
B. property damage**

is which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except as incidental contracts; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply in the parking of an automobile as provided or used by, rented to or controlled by the Named Insured or its agents immediately adjoining. If such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized cycling, speed or endurance contest or in any sporting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any automobile or watercraft designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured; or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while subject to premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or omission incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract; or
 - (2) exposure for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his subcontractor is or may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

(2) if not so approved, as an owner or lessee of premises used for such purposes.

If such liability is assumed:

(a) by or because of the violation of, or failure to observe, a statute or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or

(b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which caused or contributed to the intoxication of any person;

but part (g) of this exclusion does not apply with respect to liability of the insured or his subcontractor as an owner or lessee of premises in (2) above.

(i) to any obligation for which the insured or any subcontractor or his insurer may be held liable under any workers' compensation, employment compensation or disability benefits law, or under any other law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damage arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage in:

(1) property owned or occupied by or rented to the insured;

(2) property used by the insured; or

(3) property in the care, custody or control of the insured or as to which the insured is for and without exercising physical control;

but parts (1) and (2) of this exclusion do not apply with respect to liability under a written contract agreement and part (3) of this exclusion does not apply with respect to property damage (other than in electrical wiring) out of the use of or in connection with premises owned by, rented to or controlled by the Named Insured;

(l) to property damage to premises situated by the Named Insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental original injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than the insured;

(n) to property damage to the Named Insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, incineration, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property in which such products or work form a part. If such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to property damage included within:

(1) the exclusion based in connection with operations identified in this policy by a classification code number which includes the symbol "C";

(2) the exclusion based in connection with operations identified in this policy by a classification code number which includes the symbol "C";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "U";

(Contd.)

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COVERAGE

Each of the following is an insured under this insurance in the event set forth herein:

- (a) If the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (b) If the Named Insured is designated in the declarations as a partnership or joint venture, its partners or joint venturers as designated and any person or persons insured but only with respect to his liability as such;
- (c) If the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization as designated and any officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) Any person other than an employee of the Named Insured or organization while acting as real estate manager for the Named Insured; and
- (e) With respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other vehicle registration law:
 - (1) an employee of the Named Insured while operating any such equipment in the course of his employment; and
 - (2) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment; or
- (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employee of any person described in subparagraph (1).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

LIMITS OF LIABILITY

Regardless of the number of (a) insureds under this policy, (2) persons or organizations which sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverages A--The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of bodily injury included within the completed operations hazard and (2) bodily injury included within the contract hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

Coverages B--The total liability of the Company for all damages because of property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the subparagraphs hereinafter shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

- (1) all property damage arising out of premises or operations, including all property damage arising out of operations performed by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract retained in such operations, but this subparagraph (1) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or operated or occupied at such premises which do not involve changing the use of or removing buildings or other structures;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract retained in such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or operated or occupied at such premises which do not involve changing the use of or removing buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to that portion of such aggregate limit owned by or rented to the Named Insured.

Coverages C and D--For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

EXCLUDED TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations on a basis of amount for this coverage:

- (1) "personnel" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to event conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by spectators and by all employees of the Named Insured other than independent contractors of mobile equipment and aircraft pilots and co-pilots, subject to any existing earnings or limitation of remuneration regulations in accordance with the statute in force by the Company;
- (3) "revenue" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are raised on a receipt basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period of independent contractors of all work let or sub-let in connection with such specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "value" means the gross amount of money charged by the Named Insured or by others working under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

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PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

1. COVERAGE - PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expenses incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of and in the course of the premises or the operations with respect to which the Named Insured is a business owner or partner for bodily injury liability under this policy.

Excludes or

This insurance does not apply:

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or leased by or rented or loaned to any insured, or

(ii) any other automobile or aircraft owned by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of all the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demolition contest, or in any sporting activity or in practice or preparation for any such contest or activity; or (3) the operation or use of any automobile or trailer designed for use thereon;

(3) arising out of the ownership, maintenance, operation, use loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured, or

(ii) any other watercraft owned by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

(1) included within the completed operations hazard of the products hazard;

(2) arising out of construction performed for the Named Insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the plan of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or the which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes on only part (B) of the jurisdiction (B) CE applies when the Named Insured is both an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any other condition incident to any of the foregoing;

(c) to bodily injury

(1) to the Named Insured, any partner therein, any officer or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment thereon;

(2) to any other person if the bodily injury occurs on that part of the insured premises insured here the Named Insured or to any employee of such a person if the bodily injury occurs on the insured part of the insured premises and arises out of and in the course of his employment for the Named Insured;

(3) to any person who is engaged in the business of the Named Insured on the insured premises at the time of the occurrence of the bodily injury or at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefit law, or under any other law;

(5) to any person practicing, instructing or participating in any physical training, sports, athletic activity or contest unless a premium charge is assessed for such activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable is "each person" is the limit of the Company's liability for all medical expenses for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expenses for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

When more than one medical payments coverage afforded by the policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance including endorsements forming a part of the policy:

"Insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including ambulance, denture, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITIONS

Medical Reporting and Payment of Claims

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, furnish authorization to enable the Company to obtain medical records and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

SPECIAL FORM
From 551

11/14/07

11:31

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BLANCO&TACKABERY

015

GL 21 04
(Ex. 10 56)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

SPECIMEN FORM

From SSU

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

GL 21 04 07 56

11/14/97 15:32

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BLANCONACKABERY

016



SPECIMEN FORM

From SSU

GL 01 04
11 07 66

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

GL 01 04 07 66

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BLANCO-TACKABERY

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GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to inception of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Name of Insured

Endorsed by

(Authorized Representative)

This endorsement modifies each provision as is affected by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement, on or into an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

SPECIMEN FORM

Form 550

GL 00 19 07 78

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BLANCOATACKABERY

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**BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)**

SPECIMEN

Form 091

Named Insured	
Effective	Policy Number
Issued by (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the presentation of the policy

This endorsement modifies each insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, in property held by the insured for sale or entrusted to the insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on reverse)

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BLANCO CONTACT ADVERT

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B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

Authorizing Agent

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BLANCKTACKABERY

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AMENDMENTS — LIMITS OF LIABILITY
(Single Limit)
(Individual Coverage Aggregate Limit)

SPECIMEN FORM
Form CSU

Named Insured			Endorsement Number
Policy Summary	Policy Number	Policy Period	Effective Date of Endorsement
Issued On (Name of Insurance Company)			

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability

(a) The limit of liability stated in the Declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the minimum limit required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

(b) Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bodily injury and property damage which occur during each annual period while this policy is in force commencing from its effective date and which are described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations of this policy as "occurrences":

- (1) all property damage arising out of premises or operations owned on a nonexclusive basis or contractor's equipment used on a nonexclusive basis including property damage for which liability is assumed under any written contract relating to such premises or operations but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs of premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the use of or moving buildings or other structures;
- (3) if Products - Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Each aggregate limit shall apply separately:

- (A) to the property damage described in subparagraphs (1) and (2) and separately with respect to such property away from premises owned by or rented to the Named Insured;
 - (B) to the sum of the damages for all bodily injury and property damages described in subparagraph (3); and
 - (C) to the property damage described in subparagraph (4) and separately with respect to such property away from premises owned by or rented to the Named Insured.
- (d) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

Authorized Agent



INS ACE COMPANY OF NORTH AHE, A

POLICY IDENTIFICATION

GLP CC 50 52 43

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
308 MAGNESS DRIVE
SPARTANBURG SC 29303

POLICY FOR RENEWAL OF POLICY NO. 003706839

NAMED INSURED IS: CORPORATION
OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/83 TO 12/27/84 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,661

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

	BODILY INJURY		PROPERTY DAMAGE	
	EACH OCCURRENCE	AGGREGATE	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$100,000	---	\$50,000	\$50,000
PERSONAL INJURY LIABILITY INSURANCE		AGGREGATE \$100,000		
PREMISES MEDICAL PAYMENTS INSURANCE	EACH PERSON \$500		EACH ACCIDENT \$10,000	



INS

ANCE COMPANY OF NORTH AMET. A

POLICY IDENTIFICATION

CLP 60 50 52 43

DECLARATIONS - GENERAL LIABILITY POLICY

AMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
P-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50861

IRON OR STEEL SCRAP DEALERS

1	BI	P	128400	.5700	732
	FO	P	128400	.5050	648

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INS

ANCE COMPANY OF NORTH AMER

POLICY IDENTIFICATION

GLP GO 90 52 41 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - HCC

BI
PD

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,380

PERSONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING
"PERCUPS OF OFFENSES" ARE COVERED:

GROUP A, B, C

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND
AGREED THAT PERSONAL INJURY EXCLUSION "C" IS ELIMINATED.

TOTAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE) \$110

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$37
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$37



THE ARCE COMPANY OF NORTH AME

POLICY IDENTIFICATION

GLP 60 50 52 43 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTA, NC 29303

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
LC568		ADDITIONAL INSURED (EMPLOYEES)	\$69
LD4F12	99961	BROAD FORM PROPERTY CAN-EXCL. COMP. CPER	\$65
TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGES)			\$134

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,280
PERSONAL INJURY LIABILITY INSURANCE	\$110
PREMISES MEDICAL PAYMENTS INSURANCE	\$37
ADDITIONAL COVERAGES	\$134
TOTAL ADVANCE PREMIUM	\$1,561

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-5F97 GENERAL LIAB. STD. PROV. JACKET
LD-5F72 COMPREHENSIVE GENERAL LIABILITY INS.
LD-5F93 PREMISES MEDICAL PAYMENTS INSURANCE
LD-5F94 PERSONAL INJURY LIABILITY INSURANCE
GL-2006 ADDITIONAL INSURED (EMPLOYEES)
GL-2104 EXCL.-COMPLETED GPERS. & PRODUCTS HAZARD
GL-CL04 AMEND OF ALCOHOLIC BEV EXCL (SC. CAROLINA)
GL-CL05 G.L.-AMENDATORY ENACT-MEL DEFINITION
LD-4F12 BROAD FORM PROPERTY CAN-EXCL. COMP. CPER

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

LD-5F96

(CONTINUED ON NEXT PAGE)

PAGE 4

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:
INSURED



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 37 20 63 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC.
306 MAGNESS DRIVE
SPARTANBURG SC 29303

POLICY IS: RENEWAL OF POLICY NO. 000227010

NAMED INSURED IS: CORPORATION

OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/82 TO 12/27/83 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,593

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY

PROPERTY DAMAGE

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE

EACH
OCCURRENCE
\$50,000

AGGREGATE
\$50,000

PERSONAL INJURY
LIABILITY
INSURANCE

AGGREGATE
\$100,000

PREMISES MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000

LD-9F96

(CONTINUED ON NEXT PAGE)

PAGE 1

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION
GLP 60 37 20 63

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC
60 MAGNESS DRIVE
SPARTANBURG

SC 29303

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50861

IRON OR STEEL SCRAP DEALERS

1	BI	P	120000	.5700	684
	PU	P	120000	.5050	606

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 37 20 63 5

DECLARATIONS - GENERAL LIABILITY POLICY

NAME OF INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NCC

BI
PD

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,290

PERSONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING
'GROUPS OF OFFENSES' ARE COVERED:

GROUP A, B, C

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND
AGREED THAT PERSONAL INJURY EXCLUSION 'C' IS ELIMINATED.

TOTAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE) \$103

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

- A. PREMISES & OPERATIONS
- B. ESCALATORS
- C. SPORTS ACTIVITIES

\$34
NOT COVERED
NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$34



INS. KNC COMPANY OF NORTH AMEL

POLICY IDENTIFICATION

GLP GO 37 20 63 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

KINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG

SC 29303

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
LC968		ADDITIONAL INSURED (EMPLOYEES)	\$65
LD4F12	99961	BROAD FORM PROPERTY DAN-EXCL. COMP. OPER	\$61
TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGES)			\$126

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,290
PERSONAL INJURY LIABILITY INSURANCE	\$103
PREMISES MEDICAL PAYMENTS INSURANCE	\$34
ADDITIONAL COVERAGES	\$126
TOTAL ADVANCE PREMIUM	\$1,553

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F91	GENERAL LIAB. STD. PROV. JACKET
LD-9F72	COMPREHENSIVE GENERAL LIABILITY INS.
LD-5F93	PREMISES MEDICAL PAYMENTS INSURANCE
LD-5F94	PERSONAL INJURY LIABILITY INSURANCE
LC-968	ADDITIONAL INSURED (EMPLOYEES)
LC-996	EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
LC-1031	AREND OF ALCOHOLIC BEV EXCL(SO.CAROLINA)
LD-9E49	G.L.-AMENDATORY ENDT-ADDL DEFINITION
LD-4F12	BROAD FORM PROPERTY DAN-EXCL. COMP. OPER

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

LD-9F96

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PAGE 4

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INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 22 27 01 0

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

WINTZ SCRAP IRON & METAL CO., INC
106 MAGNESS DRIVE
SPARTANBURG SC 29303

POLICY IS NEW

NAMED INSURED IS CORPORATION
OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/81 TO 12/27/82 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$2,070

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGE PARTS

LIMITS OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY INSURANCE	BODILY INJURY		PROPERTY DAMAGE	
	EACH OCCURRENCE	AGGREGATE	EACH OCCURRENCE	AGGREGATE
	\$300,000	---	\$100,000	\$100,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE, SPARTANBURG, S.C.



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 22 27 01 G

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC
106 HAGNESS DRIVE
PARTANBURG SC 29303

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
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WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
P-PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50961

IRON OR STEEL SCRAP DEALERS

1	BI	P	151500	.6680	1012
	PD	P	151500	.5200	788

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NOC

BI	IF ANY
PD	IF ANY



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 22 27 01

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
304 MAGNESS DRIVE
SPARTANBURG SC 29303

SCHEDULE OF COVERAGES CONT'D

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,800

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
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LD4F47	BROAD FORM COMPREHENSIVE G L ENDORSEMENT UNDER THIS ENDORSEMENT THE PREMIUM CALCULATION IS AS FOLLOWS: 15.0% OF THE TOTAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED	\$270
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TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE) \$270

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,800
ADDITIONAL COVERAGES	\$270
TOTAL ADVANCE PREMIUM	\$2,070

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F97	GENERAL LIAB. STD. PROV. JACKET
LD-9F72	COMPREHENSIVE GENERAL LIABILITY INS.
LC-996	EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD



INS URANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION
GLP 60 22 27 01 C

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MINTZ SCRAP IRON & METAL CO., INC
306 MAGNESS DRIVE
SPARTANBURG SC 29303

FORMS AND ENDORSEMENTS CONT'D

LC-1031 AMEND OF ALCOHOLIC BEV EXCL (SC, CAROLINA)
LD-9E49 G.L.-AMENDATORY ENDT-ADDL DEFINITION
LD-4F47A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
LD-4F48A BROAD FORM COMPREHENSIVE G L ENDORSEMENT

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: _____ AUTHORIZED AGENT: _____
DATE: _____



Named Insured Waste Scrap Iron & Metal Co., Inc.			Endorsement Number 1
Policy Symbol CP	Policy Number 00 22 27 01 0	Policy Period	Effective Date of Endorsement 12/27/61
Issued By (Name of Insurance Company) Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of an additional premium of \$152. (divided 79¢. XI \$4. 75).
It is hereby agreed and understood that the policy is amended as follows:

- 1) Forms LD467A and LD473A are deleted from the policy. The annual return premium for this coverage is \$270. (divided \$152. XI \$112. 50).
- 2) Form LD594, Personal Injury Liability Insurance Coverage Part, is added to the policy. The limit of liability for this coverage is \$300,000 each person aggregate, \$300,000 general aggregate. Exclusion "C" is deleted from this coverage part. The annual additional premium for this coverage is \$152. (divided \$152. XI \$0. 75).
- 3) Form LD593, Business Medical Payments Insurance Coverage Part, is added to the policy. The limit of liability for this coverage is \$500 each person, \$10,000 each accident. The annual additional premium for this coverage is \$38. (divided \$38. XI \$0. 75).
- 4) Form LD4712, Broad Form Property Damage Endorsement (excluding completed operations) is added to the policy. The annual additional premium for this coverage is \$79. (divided \$0. XI \$79. 75).
- 5) Form LC964, Additional Insured (employee) is added to the policy. The annual additional premium for this coverage is \$283. (divided \$62. XI \$43. 75).

Waste Scrap Iron & Metal Co.
Spartanburg SC
03/10/62 lsb

Authorized Agent



BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

Named Insured

Kints Scrap Iron & Metal Co., Inc.

Effective

12/27/81

Policy Number

GLP 00 22 27 01 0

Issued By (Name of Insurance Company)

Insurance Company of North America

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Reverse)

INN

ADDITIONAL INSURED
(Employees)

Named Insured

Miner Supply Iron & Metal Co., Inc.

Policy No.

G.P. 00 22 27 01-5

Policy Period

Effective Date of Endorsement

12/27/61

Issued by (Name of Insurance Company)

Insurance Company of North America

The above is required to be completed when this endorsement is used in connection with the policy of the policyholder.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include any employee of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1 to bodily injury to (a) another employee of the Named Insured arising out of or in the course of his employment or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof;
- 2 to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the Named Insured or (b) the Named Insured, or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

Authorizing Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

INSURED

12 SCRAP IRON & METAL CO., INC.

MAGNESS DRIVE

TANBURG

SC 29303

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

Stock Insurance Company, hereinafter the Company

in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds removed in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

- (d) reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;

- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or

- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet;

DEFINITIONS CONTINUED

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

"mobile equipment" means a land vehicle including any machinery or apparatus attached thereto, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels; loaders, diggers and drills; concrete mixers other than the mix-in-transit type; graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Insured" means the person or organization named in the declarations of this policy;

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any smaller property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

INTZ SCRAP IRON & METAL CO., INC.
36 MAGNESS DRIVE
PARTANBURG SC 29303

POLICY IS: REWRITE OF POLICY NO. 305071533

NAMED INSURED IS: CORPORATION
OCCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

POLICY PERIOD: FROM 12/27/84 TO 12/27/85 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

UNIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$1,734

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY DAMAGE COMBINED

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$100,000

AGGREGATE
\$100,000

RENTS MEDICAL
PAYMENTS
INSURANCE

EACH PERSON
\$500

EACH ACCIDENT
\$10,000



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP 60 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC.
 06 MAGNESS DRIVE
 SPARTANBURG SC 29303

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 306 MAGNESS DRIVE; SPARTANBURG, SOUTH CAROLINA

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
 -PAYROLL - PER \$100 OF PAYROLL

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50861

IRON OR STEEL SCRAP DEALERS

1	BI	P	142000	.5360	761
	PD	P	142000	.5970	848

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION.-

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

ELP 60 47 93 24 5

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INT2 SCRAP IRON & METAL CO., INC.

06 MAGNESS DRIVE

PARTANBURG

SC 29303

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NGC

BI
PD

IF ANY
IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARD

EXCLUDED

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$1,509

PREMISES MEDICAL PAYMENTS INSURANCE

COVERAGE

PREMIUM

A. PREMISES & OPERATIONS

\$40

B. ESCALATORS

NOT COVERED

C. SPORTS ACTIVITIES

NOT COVERED

TOTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE) \$40

ADDITIONAL COVERAGES

ENDORSEMENT
NUMBER

CLASS
CODE

ENDORSEMENT
DESCRIPTION

PREMIUM

04F12

99981

BROAD FORM PROPERTY DAM-EXCL. COMP. OPER

\$85

TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGES) \$85



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

SLP GO 47 93 24 9

DECLARATIONS - GENERAL LIABILITY POLICY

INSURED

INTZ SCRAP IRON & METAL CO., INC.
26 MAGNESS DRIVE
PARTANBURG SC 25303

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$1,209
PREMISES MEDICAL PAYMENTS INSURANCE	\$40
ADDITIONAL COVERAGES	\$85
TOTAL ADVANCE PREMIUM	\$1,734

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

D-9F97A GENERAL LIAB. STD. PREV. JACKET
D-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
D-5F93 PREMISES MEDICAL PAYMENTS INSURANCE
L-2104 EXCL.-COMPLETED OPERS. & PRODUCTS HAZARD
L-0104 AGENC OF ALCOHOLIC BEV EXCL(SC.CAROLINA)
L-0019 G.L.-AMENDATORY ENCT-ADDL DEFINITION
D-4F12 BROAD FORM PROPERTY DAM-EXCL. COMP. OPER
D-4F14A SINGLE LIMIT OF LIAB -SEPARATE AGGREGATE

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

FOR THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: _____
DATE: _____

AUTHORIZED AGENT: *Joseph H. Blanton*

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the Insured seeking damages or payment of such bodily injury or property damage even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the Insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) to bodily injury or property damage arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any automobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any Insured; or
 - (2) any other watercraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or in any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the Insured under an incidental contract; or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the Insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(a) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or

(b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which would be liable to the Insured or his indemnitee as an owner or lessor of premises.

(c) but this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor of premises.

(i) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under an incidental contract;

(k) to property damage to:

- (1) property owned or occupied by or rented to the Insured;
- (2) property used by the Insured; or

(3) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;

(l) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

(n) to property damage to the Named Insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to property damage included within:

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

(lower)

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
 - (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person other than an employee of the Named Insured or organization while acting as real estate manager for the Named Insured, and
 - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (1) an employee of the Named Insured while operating any such equipment in the course of his employment, and
 - (2) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:
- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (d).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

- (1) "admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rules applicable in accordance with the manuals in use by the Company;
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78



GL 01 04
(Ed. 07 86)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE**

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the Alcoholic Beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.



GL 21 04-
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured, or

(ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the Named Insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (ii) of this exclusion (b) (3) applies when the Named Insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

(1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or entitled to be provided under any workers' compensation or unemployment compensation act, law or regulation in any state or territory of the United States;

(5) to any person practicing, assisting or participating in any physical training, sport, athletic activity or contest, unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical expenses for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

VI. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

VII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

VIII. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

IX. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.



BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) tools or equipment while being used by the Insured in performing his operations,

(c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(d) that particular part of any property, not on premises owned by or rented to the Insured,

(i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Reverse)



AMENDMENTS — LIMITS OF LIABILITY
(Single Limit)
(Individual Coverage Aggregate Limit)

Named Insured	
Signature	Policy Number
Witnessed By: Name of Insurance Company	

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.
- (b) Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
 - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) below;
 - (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) if Products - Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
 - (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the Named Insured;
 - (ii) to the sum of the damages for all bodily injury and property damages described in subparagraph (3), and
 - (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the Named Insured.
- (c) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

Authorized Agent

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon expiration of its limit of liability;

(2) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the United States of America, or any law enforcement thereof, or had the policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or by-product material;
- (3) "Source material", "special nuclear material" and "by-product material" have the meanings assigned to them in the Atomic Energy Act of 1954, or any law enforcement thereof;
- (4) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (5) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (6) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the declarations as the such period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

3. Action Against Company

No action shall lie against the Company until, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

4. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

5. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereafter against any person or organization and the insured shall execute and deliver instruments and papers

and do whatever else is necessary to carry out the Company's right to recover after loss to preclude such payment.

6. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or release the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

7. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

8. Three Year Policy

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

9. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

10. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Wilson H. Taylor
WILSON H. TAYLOR, President

Cardwell, Ron

From: Mac White (mwhite@holcombebomar.com)
Sent: Wednesday, March 26, 2008 9:29 AM
To: Cardwell, Ron
Subject: Mintz



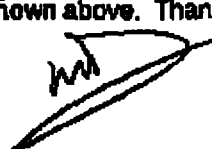
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USF&G policies.

Walter M. White
Holcombe Bomar, P.A.
P.O. Drawer 1697
Spartanburg, SC 29304
(864) 584-5308
fax: (864) 585-3844
e-mail: mwhite@holcombebomar.com

CONFIDENTIALITY NOTICE: This e-mail and any attachments with it may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. This communication is intended only for the individual (s) or entity named or their authorized agent. If you have received this communication in error, you are not authorized to read, print, copy, retain or disseminate the contents of this e-mail or its attachments, and you should delete all copies of this e-mail and its attachments. If you are not the named addressee, please immediately notify the sender by e-mail reply or our firm by mail, phone or fax at the address and numbers shown above. Thank you.



SUBJECT TO AUDIT ☐ **H.O. EVIDENCE** ☐ **CEP** ☐

ISSUANCE OFFICE COLUMBIA 15	CLASS PS/PP 1-30-80	EST. LIAB.	AUTO LIAB.	AUTO PHYS. D.	TRANS.	ED.	ECO.	AGENCY
					11	1	15	3823

COMPREHENSIVE GENERAL-AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. NAMED INSURED and Address (No. & Street, City, County, State, Zip Code) **100-C 26727**

MINIZ SCRAP IRON & METAL, INC.
306 MAGNUS DRIVE
SPARTANBURG, SC 29303

Renewal **NEW**

Is Named Insured a ☐ Partnership ☒ Corporation
☐ Other (specify):

Business of Named Insured

IRON & STEEL SCRAP DEALER
Agent or Broker and Address

Item 2. Policy Period

From **12-27-79** to **12-27-80**

12-01 A.M. Standard time at the address of the Named Insured as stated herein.

BLANTON-HORTON ASSOC., INC.
SPARTANBURG, SC

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and Coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference therein.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	\$ 300,000 each occurrence \$ NIL aggregate	\$ 516.
	B. Property Damage Liability	\$ 100,000 each occurrence \$ 1-00 aggregate	\$ 407.
Medical Payments Insurance	E. Premises Medical Payments	\$ each person \$ each accident	\$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	\$ each person \$ each occurrence	\$
	D. Property Damage Liability	\$ each occurrence	\$
Automobile Medical Payments Insurance	F. Automobile Medical Payments	\$ each person	\$
Uninsured Against Uninsured Motorists	G. Uninsured Motorists	\$ each person \$ each accident	\$
Structural Liability Insurance	See Coverage Part for Coverages and Limits of Liability		\$
Automobile Physical Damage Insurance			\$
			\$
			\$
			\$
			\$
Surgeon's Fee (other than those entered on Coverage Parts)			\$
#1-CAS. 95, #2-G502, #3 GL0019			\$
3d Period: Annual, unless otherwise designated below. <input type="checkbox"/> Semi-annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly			Total Advance Premium \$ 923.

Countersigned by

Authorized Representative

AGENT'S COPY

copy 2 11078

100-C 26727

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—"admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with such specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are noted on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes; other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
5. Comprehensive General; SMP Liability Insurance—"sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division;



G502
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. **2**

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

G502 (Ed. 7-66)



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No. 3

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78

COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE

Forming a part of the policy. See Schedule A for description of hazards. ☐ See Supplementary Schedule.

No. **1EC C26727**

Description of Hazards "See Rate Below" <small>The rating classifications below do not modify the exclusions or other terms of this insurance.</small>	Code No.	Premium Rates		Advance Premiums	
		Premium Rates	Rates	Bodily Injury	Property Damage
Premises Operations (PF 52 and/or 53)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(d) Per 100 Sq. Ft. of Area (e) Per \$100 of Receipts (f) Per \$100 of Remuneration		
IRON OR STEEL SCRAP DEALERS	50861	C085, 000	.607 .473	516.	402.
Escalators (PF 53)		Number	Per Landing		
Independent Contractors (PF 53)		Cost	Per \$100 of Cost		
Completed Operations (PF 55)		Receipts	Per \$1,000 of Receipts		
EXCLUDED					
Products (PF 55)		Sales	Per \$1,000 of Sales		
EXCLUDED					
Endorsement Fee:					
Increased Limits Svc Charge (Code No. 99902)				\$ 5.	
Total Advance Premiums				516.	402.

Location of all premises insured by, rented to or controlled by the Named Insured (if other than address shown in Item 1 of declaration):

Interest of Named Insured in such premises: ☒ Owner ☐ General Lessee ☐ Tenant ☐ Other (Specify)

Part occupied by Named Insured: **ENTIRE**

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

*Premium for insured hazards not specifically rated herein will be determined by audit and charges accordingly.

COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an installment contract; but this exclusion does not apply in a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;

AGENT'S COPY

This endorsement forms a part of the policy to which attached, effective as the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 4

Named insured

Countersigned by _____
Authorized Representative

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that:

1. The following exclusion is added to the policy:

(a) to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy by a classification code number which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy by a classification code number which includes the symbol "u".

2. When used in reference to this endorsement:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) razing, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract.

"underground property damage hazard" includes "underground property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, tanks, sewers, drains, tunnels, and similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.



G304
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 5

Name insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

G304 (Ed. 7-66)

12-27-88
12-27-88
This endorsement is to be attached to the policy, effective on the inception date of the policy unless otherwise stated herein.
The following information is required only when this endorsement is issued subsequent to the inception of the policy.
Endorsement effective 12-27-88 Policy No. ICC C 26727
Named insured MINTZ SCRAP IRON & METAL, INC.
Spartanburg, SC
Contracted by SLANTON-HORTON ASSOC
Spartanburg, SC
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of liability \$

Aggregate \$

Limit of liability - Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein.

\$ each person.

Limit of liability - Fire/Auto Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein.

\$ per occurrence.

Premium Basis

Advance Premium

Minimum Premium \$ 25.00
Bodily Injury and Property Damage Premium \$
Other Premium \$

\$ 61.135
TOTAL \$ 86.135

MINIMUM PREMIUM \$ 25.00 NOT SUBJECT TO SHOW RATE ADJUSTMENT

1. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including:

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of operations within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road bed, tunnel, underpass or crossing but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverage A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b)(1)(c), (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

COMPREHENSIVE GENERAL AUTOMOBILE LIABILITY INSURANCE DECLARATIONS

1. NAMED INSURED and Address (No. & Street, City, County, State, Zip Code)

MINTZ SCRAP IRON & METAL, INC
305 MAGNESS DRIVE
SPARTANBURG, SC 29203

Policy Number **ICC D 40864**

Reprints **1CCC 26727**

The Named Insured is: ☐ Individual ☐ Partnership ☒ Corporation
☐ Other (specify)

Business of Named Insured

IRON OR STEEL SCRAP DEALER

Agent or Broker and Address

BLANTON-HORTON ASSOC, INC
SPARTANBURG, SC

2. Policy Period

on **12-27-80** to **12-27-81**

12:01 A.M. standard time at the address of the Named Insured as stated herein.

3. The insurance afforded is only with respect to each of the following Coverage Parts and Coverages as also indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	\$ 300,000 each occurrence \$ NTL,000 aggregate	\$ 671.
	B. Property Damage Liability	\$ 100,000 each occurrence \$ 100,000 aggregate	\$ 523.
Medical Payments Insurance	E. Premises Medical Payments	\$,000 each person \$,000 each accident	\$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	\$,000 each person \$,000 each occurrence	\$
	D. Property Damage Liability	\$,000 each occurrence	\$
Medical Payments Insurance	F. Automobile Medical Payments	\$,000 each person	\$
Uninsured Motorists	U. Uninsured Motorists	\$,000 each person \$,000 each accident	\$
Umbrella Liability Insurance	See Coverage Part for Coverages and Limits of Liability		\$
Umbrella Physical Damage Insurance			\$
			\$
			\$
			\$
Amount Max. (other than those entered on Coverage Parts)			\$
\$1-CAS, 95, 12-010104, 15-010019			\$
Period: Annual, unless otherwise designated below: <input type="checkbox"/> Semi-annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Total Advance Premium		\$ 1194.

Counter-signed by

Authorized Representative

AGENT'S COPY - MAINTAIN FILE

ICC D 40864

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—"admission" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
5. Comprehensive General; SMP Liability Insurance—"sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division;

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE**

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

GL 01 04 07 05

☐ See Supplementary Schedule.

Advanced Premiums			Advanced Premiums		
Property Damage	Bodily Injury	Medical Payments	Property Damage	Bodily Injury	Medical Payments

(a) Area (Sq. Ft.)	(a) Per 100 Sq. Ft. of Area
(b) Receipts	(b) Per \$100 of Receipts
(c) Amortization	(c) Per \$100 of Amortization

C) 55,000 : .607 : .473 : sig. : 402.

155. 121.

Number	Per Landing		
--------	-------------	--	--

Cost	Per \$100 of Cost		
------	-------------------	--	--

Receipts	Per \$1,000 of Receipts	1970
1. Sales of finished goods		
2. Sales of services		
3. Sales of real estate		
4. Dividends		
5. Interest		
6. Royalties		
7. Other income		
8. Total		

[illegible]

Sydon	Per \$1,000 of Total		

1111

Increased Linde Basic Charge (Subline 325; Code No. 99501)

Total Jobs-as-Fraction

location of all premises owned by, rented to or controlled by the named insured (if other than address shown in item 1 of declaration);

Part occupied by named issues: **ENTIRE**

the foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein;

Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

- A. bodily injury or
B. property damage

I, which this insurance quotes, caused by an occurrence, and the Company shall have the privilege of deducting any such amount from the actual sinking charges on account of such sinking of property, provided that one of the situations of the said art conditions:

is or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

~~This insurance does not apply:~~

(a) no liability assumed by the insured under any contract or agreement except an independent contract; but this exclusion does not apply to a warranty of fitness or quality for the named insured's products or a warranty that was performed by or on behalf of the named insured and its agents and independent contractors.

AGENTS COPY



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

3

Countersigned by

Authorized Representative

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

— AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that:

1. The following exclusion is added to the policy:

(a) no property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy by a classification code number which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy by a classification code number which includes the symbol "y",
- (3) the underground property damage hazard in connection with operations identified in the policy by a classification code number which includes the symbol "z".

2. When used in reference to this endorsement:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support (hereof). The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"underground property damage hazard" includes "underground property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

5

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy setting forth the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only)**

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage and, if a Contractual Liability Insurance (Designated Contracts Only) Coverage Part forms a part of the policy, such insurance as is afforded by such Coverage Part for Contractual Bodily Injury Liability and Contractual Property Damage Liability, does not apply to Bodily Injury or property damage included within the Completed Operations Hazard or the Products Hazard.

Underwritten and modified such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

FROM FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Unit 10: The World of the Future

[illegible]

CONFIDENTIALITY OF INFORMATION

THE UNIVERSITY OF CHICAGO PRESS
530 N. Dearborn St., Chicago, Ill. 60610
U.S. POSTAGE: PERMIT NO. 4231 CHICAGO, ILL.
POSTMASTER: SEND ADDRESS CHANGES TO
JOURNAL OF DOCUMENTATION, PERIODICALS DEPARTMENT
530 N. DEARBORN ST., CHICAGO, ILL. 60610, U.S.A.

MINIMUM CRISIS 3 SEX 2 5 MP CNOT SUB

The District Court found that the defendant's conduct of the illegal gambling was conducted in violation of the defendant's duty to the public.

The insurance afforded with respect to liability to third parties under an insured contract is subject to the following additional exclusions:

(1) bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the inception of the incidental contract

22. The subject is an explicit, purposeful, or inferred, body of knowledge, derived from one or more sources, that is the nature, state, or function of things by each source, including

the preparation of technical maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory inspection or engineering service.

(23) a. The indemnities of the insured is an architect, engineer or surveyor, in the liability of the insured, his agents or employees,

(a) the preparing or approval of or the failure to prepare or

... approve maps, drawings, opinions, reports, survey, change-of-
 duty designs or specifications, or

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322 UCBAW

0 SHOW RATE ADJUSTMENT

(4) the giving or the failure to give directions or instructions by the individual to the rights of employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority, but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

(5) In no case shall liability for property damage arising out of operations within 50 feet of any rail and property, affecting any railroad bridge or freight tracks, road bed, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability coverage: (b), (c), (2), (d) and (e).

The following additional condition applies:

Der Autor zum Thema

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

SUBJECT TO AUDIT **H.O. EVIDENCE** ☐ CEP

BRANCH OFFICE COLUMBIA 15	CLERK PS/PP 1-30-80	GEN. LIAB.	AUTO LIAB.	AUTO PHYS. D.	TRANS.	CD	D.O.	AGENCY
					11	1	15	3823

COMPREHENSIVE GENERAL-AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. NAMED INSURED and Address (No. & Street, City, County, State, Zip Code)

Policy Number **100 G 26727**

HEITZ SCRAP IRON & METAL, INC.
310 MAGNESS DRIVE
SPARTANBURG, SC 29205

Renews **NEW**

The Named Insured is ☐ Individual ☐ Partnership ☒ Corporation
☐ Other (Specify):

Business of Named Insured:

IRON & STEEL SCRAP DEALER
Agent or Broker and Address

Item 2. Policy Period

From **12-27-79** to **12-27-80**

12:01 A.M. standard time at the address of the Named Insured as stated herein.

SLANTON-HORTON ASSOC., INC.
SPARTANBURG, SC

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and Coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	\$ 300 .000 each occurrence \$ NIL .000 aggregate	\$ 516.
	B. Property Damage Liability	\$ 200 .000 each occurrence \$ 1-00 .000 aggregate	\$ 407.
Premises Medical Payments Insurance	C. Premises Medical Payments	\$.000 each person \$.000 each accident	\$
Comprehensive Automobile Liability Insurance	D. Bodily Injury Liability	\$.000 each person \$.000 each occurrence	\$
	E. Property Damage Liability	\$.000 each occurrence	\$
Automobile Medical Payments Insurance	F. Automobile Medical Payments	\$.000 each person	\$
Insurance Against Uninsured Motorists	G. Uninsured Motorists	\$.000 each person \$.000 each accident	\$
Contractual Liability Insurance	See Coverage Part for Coverages and Limits of Liability		\$
Automobile Physical Damage Insurance			\$
			\$
			\$
			\$
Reimbursement Not. (other than those entered on Coverage Parts)			\$
#1-CAS 95, #2-G502, #3 G10019			\$
Total Advance Premium			\$ 923.

Audit Period: Annual, unless otherwise designated below.
☐ Semi-annually ☐ Quarterly ☐ Monthly

Counterigned by _____

Authorized Representative

AGENT'S COPY

Assembly 3 00-79

100 G 26727

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—"admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are noted on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
5. Comprehensive General; SMP Liability Insurance—"sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division;



G502
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

2

Named insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

G502 (Ed. 7-66)



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No. 3

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the loading of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Form No. 1
 No. **1tc CS26727**

Schedule A WORKING APPOINTMENTS

☐ See Supplementary Schedule.

Description of Hazards "See Note Below"	Code No.	Premium Rates		Advance Premiums	
		Premium Basis	Bodily Injury	Property Damage	Property Damage
Premises-Operations (PF 52 and/or 53)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per \$100 of Receipts (c) Per \$100 of Remuneration		
IRON OR STEEL SCRAP DEALERS	50861	C) \$5,000	.507	.473	516. 402.
Escalators (PF 53)		Number	Per Landing		
Independent Contractors (PF 51)		Cost	Per \$100 of Cost		
Completed Operations (PF 55)		Receipts	Per \$1,000 of Receipts		
EXCLUDED					
Products (PF 55)		Sales	Per \$1,000 of Sales		
EXCLUDED					

Endorsement Nos.	Increased Limits Basic Charge (Code No. 99901)	\$	\$ 5.
	Total Advance Premiums	\$	\$ 407.

Location of all premises owned by, rented to or controlled by the Named Insured (if other than address shown in Item 1 of declaration):

Interest of Named Insured in such premises: ☒ Owner ☐ General Lessee ☐ Tenant ☐ Other (Specify)

Part occupied by Named Insured: **ENTIRE**

The foregoing declares all hazards known hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

COVERAGE A—BODILY INJURY LIABILITY **COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

- bodily injury or
- property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless,

false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the Insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;

AGENT'S COPY

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 4

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazard)

It is agreed that:

1. The following exclusion is added to the policy:

(a) to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy by a classification code number which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy by a classification code number which includes the symbol "u".

2. When used in reference to this endorsement:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract.

~~"underground property damage hazard"~~ includes "underground property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, cables, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.



G304
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. **5**

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

G304 (Ed. 7-66)

G222
10-1-10

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement is a part of the policy to which it is attached, and it is subject to the terms, coverages, conditions, exclusions and limitations of the policy.

Endorsement effective **2-18-80** Policy No. **ICC C 26727** Endorsement No. **0**

Named Insured **HINTZ SCRAP IRON & METAL, INC.**

Counterigned by **BLANTON-HORTON ASSOC SPARTANBURG, SC**
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD-FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$

Aggregate \$

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:
each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:
per occurrence.

Premium Basis

Advance Premium

\$50.00 of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium
Otherwise Determined

1.61 136
1.61 136
TOTAL 292

MINIMUM PREMIUM \$ 25.00 (NOT SUBJECT TO SHOW RATE ADJUSTMENT)

L. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including:
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) supervised, inspection or engineering services;
 - (3) if the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, track, road, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverage A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b)(1)(c), (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

COMPREHENSIVE GENERAL AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

1. NAMED INSURED and Address (No. & Street, City, County, State, Zip Code)

MINTZ SCRAP IRON & METAL, INC
306 MAGNESS DRIVE
SPARTANBURG, SC 29205

Policy Number **1CC D 40864**

Renews **1CCC 26727**

The Named Insured is: ☐ Individual ☐ Partnership ☒ Corporation
☐ Other (specify):

Business of Named Insured

IRON OR STEEL SCRAP DEALER

Agent or Broker and Address
BLANTON-HORTON ASSOC, INC
SPARTANBURG, SC

2. Policy Period

From **12-27-80** to **12-27-81**

12:01 A.M. standard time at the address of the Named Insured as stated herein.

3. The insurance afforded is only with respect to such of the following Coverage Parts and Coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	\$ 300,000 each occurrence \$ NTL aggregate	\$ 671.
	B. Property Damage Liability	\$ 100,000 each occurrence \$ 100,000 aggregate	\$ 523.
Medical Payments Insurance	C. Premises Medical Payments	\$ each person, \$,000 each accident	\$
Comprehensive Automobile Liability Insurance	D. Bodily Injury Liability	\$,000 each person \$,000 each occurrence	\$
	E. Property Damage Liability	\$,000 each occurrence	\$
Automobile Medical Payments Insurance	F. Automobile Medical Payments	\$ each person	\$
Uninsured Against Uninsured Motorists	G. Uninsured Motorists	\$,000 each person \$ - ,000 each accident	\$
Contract Liability Insurance	See Coverage Part for Coverages and Limits of Liability		\$
Vehicle Physical Damage Insurance			\$
			\$
			\$
			\$
			\$
Amount Due, (other than those entered on Coverage Parts)			\$
11-CAS. 95, 12-G10104, 13-G10019			\$
Period: Annual, unless otherwise designated below: <input type="checkbox"/> Semi-annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly			Total Advance Premium \$ 1199.

Countersigned by

Authorized Representative

1CC D 40864

AGENTS COPY

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—"admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—"receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipt basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rate applicable in accordance with the manuals in use by the Company;
5. Comprehensive General; SMP Liability Insurance—"sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division;

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE**

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

GL 01 04 07 66



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named insured

3

Countersigned by

Authorized Representative

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazard)

It is agreed that:

1. The following exclusion is added to the policy:

(a) to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy by a classification code number which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy by a classification code number which includes the symbol "u".

2. When used in reference to this endorsement:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) grading, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract.

"underground property damage hazard" includes "underground property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named insured

5

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage and, if a Contractual Liability Insurance (Designated Contracts Only) Coverage Part forms a part of the policy, such insurance as is afforded by such Coverage Part for Contractual Bodily Injury Liability and Contractual Property Damage Liability, does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

(c) as a record subject for maintenance of records
 Enforcement No.

CONFIDENTIAL BY _____
(Authorized Representative)

Insurance does not modify such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Personal Injury and Advertising Injury Liability
 Aggregate limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.
 Limit of liability shall be the per occurrence limit unless otherwise indicated herein.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein.
\$ _____ each person, or \$ _____ per accident, whichever is less.

Limit of Liability - FEE Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein as required by contract or policy.

[illegible]

MINIMUM PREMIUM \$25.00 MP (NOT SUBJECT TO SHOW RATE ADJUSTMENT)

(5) the giving of or the failure to give directions or instructions

(A) The definition of "accidental death" extends to include any contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability incurred under an incidental contract is subject to the following additional exclusions:

(4) Is any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury

(7) is bodily injury or property damage for which the insured has assumed liability under an incidental contract, if such injury or damage occurred upon the premises of the insured or against

(5) to bodily injury to property, damages arising out of operations within 50 feet of any railroad or property affecting any railroad bridge or crossing, or any railroad or property affecting any railroad bridge or crossing, but this

(c) The following exclusions are applicable to Coverage A (Bodily Injury):

(b) supervisory, inspection or engineering services.

Arbitration

(f) The preparation or approval of the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, claims or specifications, or

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and putting them into practice. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any areas that need further attention.

L 04 04 07 75 RUOTS KÖRN GÖMMEHENDAS SÉNENT TIVETILLA ENDOSZEMELI (C-41111111) 04 04 07 75

Cardwell, Ron

From: Mac White [mwhite@holcombebomar.com]
Sent: Wednesday, March 26, 2008 9:30 AM
To: Cardwell, Ron
Subject: Mintz




Scan080326091011

.pdf (803 KB)

Frogman's Fund policy.

Walter M. White
Holcombe Bomar, P.A.
P.O. Drawer 1897
Spartanburg, SC 29304
(864) 594-5309
fax: (864) 585-3844
e-mail: mwhite@holcombebomar.com

CONFIDENTIALITY NOTICE: This e-mail and any attachments with it may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. This communication is intended only for the individual (s) or entity named or their authorized agent. If you have received this communication in error, you are not authorized to read, print, copy, retain or disseminate the contents of this e-mail or its attachments, and you should delete all copies of this e-mail and its attachments. If you are not the named addressee, please immediately notify the sender by e-mail reply or our firm by mail, phone or fax at the address and numbers shown above. Thank you.

A handwritten signature in black ink, appearing to be 'MWB', is written over the bottom right portion of the confidentiality notice.

UND. GEO.

1. POLICY NUMBER
7. MXC 80006558

PREV. POLICY NOS.
NEW

Coverage for policies
other than WORKERS'
COMPENSATION is provided
in the following company
ASSOCIATED INDEMNITY
CORPORATION
MCVATO, CA 94973
A STOCK INSURANCE CO. 1111



GENERAL DECLARATIONS

Named Insured and Mailing Address

INTZ SCRAP IRON & METAL COMPANY, INC.

Magness
88 MAGNESS DRIVE
SPARTANBURG SC 29303

Producer Name and Address

FRIEDMAN CORPORATION

SPARTANBURG, S. C.

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: BUYS NON-FERROUS SCRAPS

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

GENERAL LIABILITY COVERAGES

Policy Period (For above coverage(s))

Policy Period is from 12-27-85 to 12-27-86 12:01 A.M., Standard Time
at the mailing address of the insured.

PREMIUM SUMMARY:

Estimated Annual Premium	\$2,578.00
Premium Due at Inception	\$2,578.00

S. DUGGINS

JAN 18 1986

CEI RELEASED

OLICY NUMBER 271 MXC 80008558

Named Insured

MENTZ SCRAP IRON & METAL CO., INC.

GENERAL DECLARATIONS continued



LOCATION OF PREMISES

OC.

01 306 HAYNESS DRIVE
SPARTANBURG SC

WORKS ATTACHED AT INCEPTION

GL0002 01-73 ✓

GL0032 04-84 ✓

IL0018 10-84 ✓

GL2133 02-85 ✓

GL0019 07-78 ✓

GL0104 07-66

140501 06-84

Countersignature: _____

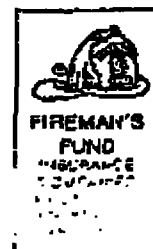
Producer: RIEDMAN CORPORATION

Date: 01-14-86 SPARTANBURG, S. C.

END OF GENERAL DECLARATIONS

POLICY NUMBER 2 71 XXX 80006558

NAME INSURED
MINTZ SCRAP IRON & METAL CO., INC.



GENERAL LIABILITY DECLARATION

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

GENERAL LIABILITY COVERAGES

LIMITS OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMBINED BODILY INJURY AND
PROPERTY DAMAGE LIABILITY

\$500,000 EACH OCCURRENCE
\$500,000 AGGREGATE

GENERAL LIABILITY ENDORSEMENT(S)

MANDATORY ENDORSEMENT - ADDITIONAL DEFINITION (GL 00 19 07 78)

MANDATORY ENDORSEMENT (GL 00 32 04 84)

SUPPLEMENTAL STATE ENDORSEMENT(S)

SOUTH CAROLINA

REMOVAL OF "ALCOHOLIC BEVERAGE" EXCLUSION (GL 01 04 07 66)

THE AUDIT PERIOD SHALL BE ANNUALLY

JOINT NUMBER 2 71 MXC 80006558

NAMED INSURED
MINTZ SCRAP IRON & METAL CO., INC.

ATING PERIOD 12-27-85 TO 12-27-86



GENERAL LIABILITY SCHEDULE

Locations

LOC 001 Address 306 MAYNESS DRIVE
SPARTANBURG SC

OPERATIONS HAZARDS

Rates

Description(s) of Hazard(s)	Premium Base / Exposure	Bodily Injury	Property Damage
IRON/STEEL SCRAP DEALERS LOC 001	PAYROLL/REMUNERATION 142,000	.8472	.9580

END OF GENERAL LIABILITY SCHEDULE(S)

COMMERCIAL COVERAGE

GENERAL LIABILITY

Pollution Exclusion

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the named insured;

(b) at or from any site or location used by or for the named insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or

(d) at or from any site or location on which the named insured or any contractors or subcontractors working directly or indirectly on behalf of the named insured are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Signature of Insured

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

H NCL

William H. Delaney
PRESIDENT

QUOTATION NUMBER 2 71 MXC 8000 65 58

UND. GBO

Named Insured
WENTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsement No.
001

Page
1



CHANGE ENDORSEMENT

Effective 12/27/85, 12:01 P.M.,

the policy is amended as follows:

This is an Endorsement only. Other than changes shown, all other policy provisions and coverages remain in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$0.00

The Mailing Address of the Named Insured is amended to read:

306 MAGNESS DRIVE
SPARTANBURG

SC 29303

Contract Signature: _____
Produced by: RIEDMAN CORPORATION

Date: 01/30/86 SPARTANBURG, S. C.

END OF CHANGE ENDORSEMENT

S. DUGGINS
FEB 03 1986

UNDELETED

0 CY NUMBER 2 71 MSC 8688 65 58

aned Insured
HINTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsement No. Page
882 1



CHANGE ENDORSEMENT

Effective 12/27/85, 12:01 A.M.,

Policy and Term at the address of the insured.

This is an Endorsement only. Other than changes shown, all other coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY: **ADDITIONAL PREMIUM DUE NOW** **\$0.00**

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

THE FOLLOWING GENERAL LIABILITY COVERAGE PARTS ARE ADDED TO THE POLICY AS SHOWN:

GENERAL LIABILITY COVERAGES

LIMITS OF LIABILITY

PREMISES MEDICAL PAYMENTS COVERAGE PART

**\$500 EACH PERSON
\$10,000 EACH ACCIDENT**

THE FOLLOWING GENERAL LIABILITY ENDORSEMENTS ARE ADDED TO THE POLICY:

EXCLUSION (COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD) (GL 21 04 07 66)

Signature: _____

Producer: **RIEDMAN CORPORATION**

Date: 01/30/86 **SPARTANBURG, S. C.**

S. DUGGINS

FEB 03 1986

CHANGE ENDORSEMENT CONTINUED ON PAGE 2

01 POLICY NUMBER 2 71 MXC 8800 85 58

Named Insured
WINTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsement No.
002 (continued)

Page
2



ATING PERIOD 12-27-85 TO 12-27-86

GENERAL LIABILITY SCHEDULE

Locations

LOC 001 Address 306 HAYNESS DRIVE
SPARTANBURG SC

OPERATIONS HAZARDS

Description(s) of Hazard(s)	Premium Base / Exposure	Rates	
		Bodily Injury	Property Damage
IRON/STEEL SCRAP DEALERS LOC 001	PAYROLL/REMUNERATION 142,000	.8472	.9580

END OF GENERAL LIABILITY SCHEDULE(S)

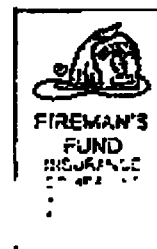
CHANGE ENDORSEMENT CONTINUED ON PAGE 3

Q' BY NUMBER 2 71 MXC 8000 65 58

amed Insured
HINTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsement No.
002 (continued)

Page
3



Forms Added at the Inception of this Change Endorsement
GLO013 01-73 GL2104 07-66

END OF CHANGE ENDORSEMENT

**COMMERCIAL LIABILITY
COVERAGE**

GENERAL LIABILITY

Exclusion (Completed Operations Hazard
and Products Hazard)

POLICY AMENDMENT

1 21 04 07 1

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that such insurance as is afforded by the Bodily
Injury Liability Coverage and the Property Damage
Liability Coverage does not apply to bodily injury or prop-

erty damage included within the Completed Operations
Hazard or the Products Hazard.

**REFER TO DECLARATIONS
FOR ANY ADDITIONAL
COVERAGE DETAIL**

MINTZ SCRAP IRON & STEEL CO., INC.

8090 65 58

EFF. 12-27-85

ACCEPTED BY _____

INSURED'S SIGNATURE

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY

Coverage Part —
Premises Medical Payments Insurance

POLICY COVERAGE

GL 00 13 01 73

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO
PRODUCER	EFFECTIVE DATE	

REFER TO DECLARATIONS
FOR ANY ADDITIONAL
COVERAGE DETAIL

DECLARATIONS

SPORTS ACTIVITIES ☐ (COVERAGE IS INCLUDED ONLY IF AN "X" IS ENTERED IN BOX)

LIMITS OF LIABILITY

EACH PERSON

\$ 100 EACH ACCIDENT

1. INSURING AGREEMENT

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

2. EXCLUSIONS

This insurance does not apply:

(a) to bodily injury:

(i) arising out of the ownership, maintenance, operation, use, loading or unloading of (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, sport or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use thereon;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of (i) any watercraft owned or operated by or rented or loaned to any insured or (ii) any

other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury:

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury:

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

Specimen Form

COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY COVERAGE

Comprehensive General Liability Insurance

FORM NO. 101-101-101

101-101-101-101

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of: (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of: (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES IS A MEMBER OF THE POLICY

STOCK NO. CL 00 02 01 73

PAGE TWO OF FOUR

(i) to any obligation for which the insured or any carrier his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured

(k) to property damage to property owned by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or presented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate." (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(3) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured relating to such operations.

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting, or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

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men) and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with

PAGE FOUR OF FOUR

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

08-37500
MCNAIR LAW FIRM, P.A.

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April 24, 2008

Erin J. Rednour, Remedial Project Manager
Illinois Environmental Protection Agency
Bureau of Land
Division of Remediation Management
Mailcode 24
Post Office Box 19276
Springfield, Illinois 62794-8276

FILE COPY

RE: Request for Information
1198010003 - Madison County
Chemetics Site
ILD 048 843 809
Hartford/Madison County
Superfund/Technical Reports

Dear Ms. Rednour:

Attached for your use is Mintz Scrap Iron and Metal Co., Inc.'s ("Mintz Scrap Iron") Supplemental Response dated April 24, 2008 to Illinois EPA's Request for Information dated February 22, 2008. In Response to Question No. 16, I failed to list Century Indemnity/Resolute Management Policy GLP GO 502439 for the period 12/27/83 to 12/27/84. A copy of the policy was attached as Tab 3 to the Response dated March 27, 2008.

If you have any questions concerning the Supplemental Response, please let me know.

Very truly yours,

MCNAIR LAW FIRM, P.A.


Ronald E. Cardwell

RECEIVED

APR 28 2008

REC/rg

Enclosure

RELEASED **EPA-BOL-FSRS**

APR 24 2008

REVIEWER MD

**SUPPLEMENTAL RESPONSE DATED APRIL 24, 2008
BY MINTZ SCRAP IRON AND METAL CO., INC.
TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S
REQUEST FOR INFORMATION DATED FEBRUARY 22, 2008**

**RE: 1198010003 - Madison County
Chemetco Site
ILD 048 843 809
Hartford/Madison County**

Mintz Scrap Iron and Metal Co., Inc. ("Mintz Scrap Iron") incorporates herein by reference the Preliminary Statement, Objections, Request For Any Alleged Nexus Documents, and Miscellaneous sections contained in its Response Dated March 27, 2008 To Illinois Environmental Protection Agency's Request For Information dated February 22, 2008.

**SUPPLEMENTAL RESPONSE TO
REQUEST FOR INFORMATION**

Questions

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

Response:

Century Indemnity/Resolute Management	GLP G0 2227010	12/27/81-12/27/82	\$300,000 \$100,000/ \$100,00
	GLP G0 63720639	12/27/82-12/27/83	\$100,000/ \$100,000 \$50,000/ \$100,000

	GLP G0 502439	12/27/83-12/27/84	\$100,000/ \$100,000 \$50,000/ \$100,000
	GLP G0 4793249	12/27/84-12/27/85	\$100,000/ \$100,000
Fireman's Fund	271MXC80006558	2/27/85-12/27/86	\$500,000/ \$500,000
USF&G	1 CCC 26727	12/27/79-12/27/80	\$300,00 \$100,00/ \$100,00
	1 CCD 40884	12/27/80-12/27/81	\$300,00 \$100,00/ \$100,00